

# Exhibit A

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IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF VIRGINIA  
 RICHMOND DIVISION

- - - - - x  
 In re: : Chapter 11  
 :  
 CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)  
et al., :  
 : Jointly Administered  
 Debtors. :  
 - - - - - x

**DEBTORS' APPLICATION FOR ORDER UNDER BANKRUPTCY CODE  
 SECTIONS 105(a), 327(a), 328 AND 1107 AND BANKRUPTCY  
 RULE 2014(a), AUTHORIZING THE EMPLOYMENT AND RETENTION  
 OF STREAMBANK, LLC AS INTELLECTUAL PROPERTY DISPOSITION  
 CONSULTANT TO THE DEBTORS NUNC PRO TUNC TO MARCH 23,  
 2009**

The debtors and debtors in possession in the  
 above-captioned, jointly-administered cases



(collectively, the "Debtors"),<sup>1</sup> apply (the "Application") for entry of an order, under sections 105(a), 327(a), 328 and 1107 of title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Eastern District of Virginia (the "Local Rules"), authorizing the employment and retention of Streambank, LLC ("Streambank") as intellectual property disposition consultant to the Debtors *nunc pro tunc* to March 23, 2009. In support of the Application, the Debtors rely upon the Affidavit of Gabriel Fried (the "Fried Affidavit"), a copy of which is attached hereto

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<sup>1</sup> The Debtors are the following entities: The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

as Exhibit A. In further support of this Application, the Debtors respectfully represent as follows:

#### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a), 327(a), 328 and 1107, as supplemented by Bankruptcy Rule 2014 and Local Rule 2014-1.

#### **BACKGROUND**

3. On November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

4. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. On November 12, 2008, the Office of the United States Trustee for the Eastern District of Virginia appointed a statutory committee of unsecured creditors (the "Creditors' Committee"). To date, no trustee or examiner has been appointed in these chapter 11 cases.

6. On January 16, 2009, the Court authorized the Debtors, among other things, to conduct going-out-of-business sales at the Debtors' remaining stores pursuant to an agency agreement (the "Agency Agreement") between the Debtors and a joint venture, as agent (the "Agent"). On January 17, 2009, the Agent commenced going-out-of-business sales at the Debtors' remaining stores pursuant to the Agency Agreement.

#### **RELIEF REQUESTED**

7. By this Application, the Debtors seek entry of an order, under Bankruptcy Code sections 105(a), 327(a), 328 and 1107 authorizing the employment and retention of Streambank as their intellectual property disposition consultant in these chapter 11 cases, effective *nunc pro tunc* to March 23, 2009.

## **BASIS FOR RELIEF**

### **A. The Intellectual Property And Internet-Related Assets.**

8. On April 9, 2009, the Debtors filed their Motion Pursuant To Bankruptcy Code Sections 105, 332 And 363 (I)(A) Approving Procedures In Connection With Sale Of Intellectual Property, Internet-Related Property And Customer Information, (B) Authorizing Sellers To Enter Into A Stalking Horse Agreement In Connection Therewith, (C) Approving Certain Bid Protections In Connection Therewith, (D) Approving Form And Manner Of Sale Notice And (E) Setting Auction And Sale Hearing Dates; (II) Authorizing U.S. Trustee To Appoint Consumer Privacy Ombudsman; (III) Approving Sale Of Intellectual Property, Internet-Related Property And Customer Information Free And Clear Of All Interests; And (IV) Granting Related Relief (the "IP Sale Motion," Docket No. 2977). Pursuant to the IP Sale Motion, the Debtors seek authorization to sell certain of their intellectual property, internet-related property and customer information, as more fully described in Appendix A to

the Retention Agreement (as defined herein)(the "Purchased IP Assets") to Systemax, Inc. (the "Stalking Horse Bidder," and its offer, the "Stalking Horse Bid"), or to such other party that presents the highest or otherwise best offer for the Purchased IP Assets.

9. The IP Sale Motion seeks authorization of bidding procedures whereby the Debtors may solicit competing bids from interested parties. In the event the Debtor receive any qualified bids from interested parties, other than the Stalking Horse Bidder, the Debtors are authorized to conduct an auction for the sale of the Purchased IP Assets. It is in the Debtors' best interests to actively solicit bids from interested parties to ensure that the Purchased IP Assets are sold for the highest and best price achievable under the circumstances.

10. In addition to the Purchased IP Assets, the Debtors have identified certain other intellectual property and internet-related assets, including certain copyright applications, trademark applications, patents and patent applications, registered domain names, toll-

free numbers and customer information, as more fully described in Appendix B to the Agreement (collectively, the "Remaining IP Assets").

**B. Streambank's Qualifications**

11. The Debtors seek to enter into the Agreement, pursuant to which Streambank will provide marketing and advertising services with respect to the IP Assets, as more fully described below, because Streambank has extensive experience in and an excellent reputation for providing high quality intellectual property disposition services to large and complex companies in bankruptcy proceedings and other distressed situations. In particular, Streambank's principal, Gabriel Fried, has personally participated in the sale of intellectual property assets in numerous cases. In 2002, Mr. Fried marketed and sold, through a multi-object auction, the intellectual property assets of Service Merchandise Company, Inc., including the store name, numerous proprietary brands, several trademarks and the debtor's data files. Additionally, Mr. Fried has identified buyers of intellectual property assets and



negotiated sales in a number of other retailer chapter 11 cases, including: In re Mervyn's Holdings, LLC, Case No. 08-11586 (KG) (Bankr. D. Del. Dec. 12, 2008); In re Goody's LLC, Case No. 09-10124 (CSS) (Bankr. D. Del. Mar. 30, 2009).

12. Mr. Fried's intellectual property disposition experience also includes the sale of a substantial patent portfolio on behalf of the buyers in a series of private sales over the course of 12 months. Finally, Mr. Fried has also provided advisory services to the official committee of unsecured creditors in the Bombay Company bankruptcy, for the purpose of maximizing the recovery to creditors.

13. Streambank's extensive experience and resources will supplement the marketing efforts begun by Rothschild. Accordingly, the Debtors believe that Streambank is uniquely qualified to maximize the value of the IP Assets for the Debtors' estates.

#### **SCOPE OF SERVICES**

14. The Debtors desire to retain Streambank pursuant to that certain retention agreement (the

"Retention Agreement"), by and between the Circuit City Stores, Inc. and Streambank, LLC, a true and correct copy of which is attached to the Fried Affidavit as Exhibit 2. As more fully set forth in the Retention Agreement, during the term of retention, Streambank shall provide the following services with respect to the Purchased IP Assets, the Remaining IP Assets and any additional intellectual property assets of the Debtors which the Debtors and Streambank agree will be covered by the Retention Agreement (collectively, the "IP Assets"):<sup>2</sup>

(a) Using its best efforts to identify the IP Assets, including collecting electronic copies of such IP Assets from the Debtors;

(b) Providing the Debtors with an inventory of the IP Assets;

(c) Using its best efforts to evaluate the marketability of the IP Assets, including compiling sales histories with respect to such IP Assets and other information;

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<sup>2</sup> The following descriptions of certain terms of the Retention Agreement are intended to provide an overview for parties in interest. All parties are directed to the Retention Agreement for the controlling terms of such agreement. To the extent that the descriptions set forth in the Application differ from the terms of the Retention Agreement, the terms of the Retention Agreement control.

(d) Providing to the Debtors an evaluation of the Remaining IP Assets' marketability;

(e) Advising the Debtors on methods by which to maximize the IP Assets' value;

(f) Formally marketing the IP Assets and soliciting transfers to any party that is or which may be interested in acquiring the Assets that are (i) designated by the Debtors from time to time, (ii) identified by Streambank, and/or (iii) directed to Streambank pursuant to the Retention Agreement (collectively, "Prospective Transferees");

(g) Promoting the IP Assets through a program to be developed by Streambank, which may include electronic communications, pitchbooks, internet web sites, letters, fliers, signs, telephone solicitation, newspaper or other print advertising and other such methods as Streambank may deem appropriate;

(h) During the bid and offer process, (i) responding and providing information to, communicating with and obtaining offers from Prospective Transferees, (ii) qualifying Prospective Transferees, (iii) educating Prospective Transferees regarding bid submission and managing the bid and offer process, and (iv) making general recommendations to the Debtors as to whether or not any particular offer should be accepted or rejected;

(i) Once the Debtors and a Prospective Transferee have agreed in principle to enter into an agreement for the sale of certain IP Assets, and at the Debtors' request, using commercially reasonable efforts to assist the Debtors in negotiating the agreement;

(j) Furnishing to the Debtors written progress reports as reasonably requested by the Debtors from time to time; and

(k) Making appearances in the Bankruptcy Court to the extent reasonably necessary to obtain Bankruptcy Court approval of a transfer of IP Assets.

**STREAMBANK'S DISINTERESTEDNESS**

15. Except as set forth in the Fried Affidavit, to the best of the Debtors' knowledge, Streambank and its professionals (a) do not have any connection with the Debtors, their creditors, or any other party in interest, or their respective attorneys or accountants, (b) are "disinterested persons" under Bankruptcy Code section 101(14), and as required under Bankruptcy Code section 327(a), and (c) do not hold or represent an interest adverse to the estate.

**PROFESSIONAL COMPENSATION**

16. Subject to the Court's approval and pursuant to the terms and conditions of the Retention Agreement, Streambank intends to charge the Debtors as set forth below.

17. Streambank will charge a management fee (the "Management Fee") of \$50,000. The entire Management Fee will be reimbursed out of the first \$50,000 of sale proceeds from the Remaining IP Assets, as set forth below. Accordingly, the Management Fee

will be payable only upon a sale of the Remaining IP Assets.

18. With respect to the Purchased IP Assets, Streambank will charge the Debtors a commission ranging from 0% to 5% of the gross consideration, depending upon (i) whether any bidders aside from the ten bidders listed on Appendix C to the Retention Agreement (the "Excluded Bidders") participate in the auction for the Purchased IP Assets and (ii) the total consideration received for the Purchased IP Assets at the auction.

19. Specifically, if no bidders other than the Excluded Bidders participate in the auction, Streambank's commission schedule will be as follows: (i) if gross consideration does not exceed the consideration to be provided by the Stalking Horse Bid, the commission rate will be 0%, (ii) if the gross consideration is greater than that provided by the Stalking Horse Bid and less than or equal to \$[REDACTED], the commission rate will be 2.5% and (iii) if the gross consideration is greater than \$[REDACTED], the commission rate will be 1.25%.

20. If bidders other than the Excluded Bidders participate in the auction, Streambank's commission schedule will be as follows: (i) if gross consideration does not exceed the consideration to be provided by the Stalking Horse Bid, the commission rate will be 0%, (ii) if the gross consideration is greater than that provided by the Stalking Horse Bid and less than or equal to \$ [REDACTED], the commission rate will be 5% and (iii) if the gross consideration is greater than \$ [REDACTED], the commission rate will be 1.25%.

21. With respect to the Remaining IP Assets, including any intellectual property assets which the Debtors and Streambank agree to include to the Remaining IP Assets, Streambank will charge the Debtors a commission ranging from 0% to 20% of the gross consideration received for the assets transferred. Specifically, (i) if the gross consideration is less than \$50,000, the commission rate is 0% provided that Streambank may recoup the Management Fee from the sale proceeds; (ii) if the gross consideration is between \$50,000 up to \$1 million, the commission rate is 10%;

(iii) if the gross consideration is between \$1 million and \$3 million, the commission rate is 15% and (iv) if the gross consideration is greater than \$3 million, the commission rate is 20%.

22. In addition, the Debtors will be responsible for the payment of reasonable expenses incurred in connection with the Retention Agreement, including marketing, advertising, travel and additional expenses or other costs. Reimbursement of Streambank's expenses is subject to the Debtors' prior approval. Streambank shall develop a proposed budget for expenses to be incurred and may augment such budget with the Debtors' consent.

23. The Debtors submit that the fee structure included in the Retention Agreement is consistent with and typical of Streambank's normal and customary billing practices for comparable services for like-sized and similarly complex cases, both in and out of bankruptcy.

24. The Debtors understand that Streambank intends to file quarterly and final fee applications with the Court for allowances of compensation and

reimbursement of expenses for intellectual property consulting services, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and guidelines established by the United States Trustee. Because Streambank will be compensated on a transactional basis through payment of the commissions, Streambank should not be required to maintain or provide detailed time records in connection with any of its applications.

25. Such applications for fees and expenses will be paid by the Debtors, pursuant to the terms of the Retention Agreement, subject to approval by the Court.

#### **NO DUPLICATION OF SERVICES**

26. Streambank's engagement pursuant hereto will be limited to the discrete intellectual property disposition services described in the Retention Agreement. As such, the services of Streambank will complement, and not duplicate, the services to be rendered by the other professionals retained in these



chapter 11 cases. Pursuant to the terms of the Retention Agreement, Streambank has agreed to work cooperatively with the other professionals retained by the Debtors in these cases to avoid duplication of effort and maximization of value of the services to be rendered.

#### **APPLICABLE AUTHORITY**

27. Section 327(a) of the Bankruptcy Code allows a Debtor, subject to court approval, to employ and retain a "professional person" to represent or assist in carrying out the debtor's duties. 11 U.S.C. § 327(a)

28. The Debtors seek approval of the Fee Structure pursuant to Section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors, "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C § 328(a), Accordingly,

Section 328 of the Bankruptcy Code permits the compensation of professionals on a fixed or percentage fee basis.

29. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connection with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee

Fed. R. Bankr. P. 2014.

30. As detailed above, the Debtors seek to retain Streambank as their intellectual property disposition consultant because of Streambank's extensive experience in the marketing and sale of intellectual property in comparable cases. The Debtors believe that the retention of Streambank will allow them to realize the highest returns on their intellectual property for the benefit of their estates and their creditors.

31. The compensation arrangement is typical of arrangements entered into by Streambank and other intellectual property disposition firms of comparable standing in connection with the rendering of similar services to clients such as the Debtors. The Debtors and Streambank believe the compensation structure is fair and reasonable in light of industry practice, market rates both inside and outside of chapter 11, Streambank's experience and the importance of the work to these chapter 11 cases.

32. Accordingly, the Debtors respectfully submit that intellectual property disposition services provided by Streambank are critical to the estates and request that Court approve the terms of conditions of the Retention Agreement in substantially the form attached to the Fried Affidavit.

**NOTICE**

33. Notice of this Application has been provided to those parties entitled to notice under this Court's Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local

Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 130). The Debtors submit that, under the circumstances, no other or further notice need be given.

**WAIVER OF MEMORANDUM OF LAW**

34. Pursuant to Local Bankruptcy Rule 9013-1(G), and because there are no novel issues of law presented in the Application and all applicable authority is set forth in the Application, the Debtors request that the requirement that all applications be accompanied by a separate memorandum of law be waived.

**NO PRIOR REQUEST**

35. No previous request for the relief sought herein has been made to this Court or any other court.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form annexed hereto, granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: Richmond, Virginia  
April 17, 2009

Circuit City Stores, Inc.

/s/ Michelle Mosier\_\_\_\_\_  
Michelle Mosier  
Chief Financial Officer

Dated: April 17, 2009 SKADDEN, ARPS, SLATE, MEAGHER &  
Richmond, Virginia FLOM, LLP  
Gregg M. Galardi, Esq.  
Ian S. Fredericks, Esq.  
P.O. Box 636  
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Counsel for Debtors  
and Debtors in Possession

**EXHIBIT A**

**Fried Affidavit**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

- - - - - x  
In re: : Chapter 11  
:   
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)  
et al., :   
: Jointly Administered  
Debtors. :   
- - - - - x

**AFFIDAVIT OF GABRIEL FRIED IN SUPPORT OF APPLICATION FOR ORDER  
UNDER BANKRUPTCY CODE SECTIONS 105(a), 327(a), 328 AND 1107  
AND BANKRUPTCY RULE 2014(a), AUTHORIZING THE EMPLOYMENT  
AND RETENTION OF STREAMBANK, LLC AS INTELLECTUAL PROPERTY  
DISPOSITION CONSULTANT TO THE DEBTORS NUNC PRO TUNC  
TO MARCH 23, 2009**

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF NORFOLK )

I, Gabriel Fried, being duly sworn, hereby deposes and  
say:

1. I am a Principal of Streambank LLC ("Streambank"),  
a consulting firm based in Needham, Massachusetts focused on  
maximizing value of intellectual property of distressed  
companies. I submit this Affidavit (the "Fried Affidavit") on  
behalf of Streambank in support of the Debtors' Application For  
Order Authorizing The Employment And Retention Of Streambank LLC  
As Intellectual Property Disposition Consultant To The Debtors  
Nunc Pro Tunc To March 23, 2009 (the "Application")<sup>1</sup> filed by the

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings  
ascribed to such terms in the Application.



debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for entry of an order pursuant to sections 105(a), 327(a), 328 and 1107 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") authorizing the retention and employment of Streambank to provide intellectual property disposition services to the Debtors under the terms and conditions set forth in the Application. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

#### **STREAMBANK QUALIFICATIONS**

2. Streambank is one of the leading intellectual property disposition consultants in the country. Streambank has extensive experience in and an excellent reputation for providing high quality intellectual property disposition services to large and complex companies in bankruptcy proceedings and other distressed situations.

3. I have personally participated in the sale of intellectual property ("IP") assets in bankruptcy proceedings and for creditor benefit in numerous cases. I marketed and sold through a multi-object auction the IP assets of Service Merchandise Company, Inc., including the store name, numerous proprietary brands, several trademarks and the debtor's data files. Additionally, I identified buyers of IP assets and

negotiated sales for Heilig Meyers, Montgomery Ward, Jacobson's Stores and other retailers. My IP disposition experience also includes the sale of a substantial patent portfolio on behalf of the Collins & Aikman Post-Consummation Trust. This portfolio was sold to numerous different buyers in a non-auction format over the course of 12 months. I have also provided advisory services to the Official Committee of Unsecured Creditors in the Bombay Company bankruptcy for the purpose of maximizing the recovery to creditors.

4. I earned my undergraduate degree in Economics with Honors from the University of Massachusetts, Amherst and a masters degree in Economics from the University of Illinois. I have written about and presented on the topic of IP monetization in distressed situations on many occasions including at the 2006 national meeting of the Turnaround Management Association and at the 2008 Distressed Retail Conference.

#### **DISINTERESTEDNESS AND ELIGIBILITY**

5. In connection with the preparation of the Affidavit, Streambank conducted a review of its contacts with the Debtors, their affiliates and certain entities holding large claims against or interests in the Debtors that were made reasonably known to Streambank. A listing of the parties reviewed is attached as Exhibit 1 to this Affidavit.

Streambank's review, completed under my supervision, consisted

of a query of the parties listed on Exhibit 1 within an internal computer database containing names of individuals and entities that are present or recent former clients of Streambank.

6. Based on the results of its review, Streambank does not have a relationship with any of the parties on Exhibit 1 in matters related to these proceedings.

7. Further, as part of its diverse practice, Streambank appears in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and parties in interest in the Debtors' chapter 11 cases. Also, Streambank has performed in the past, and may perform in the future, intellectual property consulting services for various attorneys and law firms, some of whom maybe involved in these proceedings. In addition, Streambank has in the past, may currently, and will likely in the future, be working with or against other professionals involved in these cases in matters unrelated to the Debtors and these cases. Based on my current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which Streambank is to be employed, and none are in connection with these chapter 11 cases.

8. Streambank is not a "creditor" with respect to fees and expenses of any of the Debtors within the meaning of section 101(10) of the Bankruptcy code. Further, neither I nor any other employee of Streambank, to the best of my knowledge, is a holder of any outstanding debt instruments or shares of the Debtors' stock.

9. As such, to the best of my knowledge, Streambank is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Streambank:

- (a) is not a creditor, equity security holder or insider of the Debtors;
- (b) is not and was not an investment banker for any outstanding security of Debtors;
- (c) has not been, within three years before the date of the filing of the Debtors' chapter 11 petition, (i) an investment banker for a security of the Debtors or (ii) an attorney for such an investment banker in connection with the offer, sale or issuance of a security of the Debtors' and
- (d) was not, within two years before the date of filing of the Debtors' chapter 11 petition, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

In addition, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, Streambank neither holds nor represents an interest

adverse to the Debtors within the meaning of section 327(a) of the Bankruptcy Code.

10. It is Streambank's policy and intent to update and expand its ongoing relationship search for additional parties in interest in an expedient manner. If any new material relevant to facts of relationships are discovered or arise, Streambank will promptly file a Bankruptcy Rule 2014(a) Supplemental Affidavit.

#### **PROFESSIONAL COMPENSATION**

11. Subject to the Court's approval, and pursuant to the terms and conditions of the Retention Agreement attached hereto as Exhibit 2 (the "Retention Agreement"), Streambank intends to charge the Debtors as set forth below.

12. Streambank will charge a management fee (the "Management Fee") of \$50,000. The entire Management Fee will be reimbursed out of the first \$50,000 of sale proceeds from the Remaining IP Assets (as defined in the Application), as set forth below. Accordingly, the Management Fee will be payable only upon a sale of the Remaining IP Assets.

13. With respect to the Purchased IP Assets (as defined in the Application), Streambank will charge the Debtors a commission ranging from 0% to 5% of the gross consideration, depending upon (i) whether any bidders aside from the ten bidders listed on Appendix C to the Retention Agreement (the

"Excluded Bidders") participate in the auction for the Purchased IP Assets and (ii) the total consideration received for the Purchased IP Assets at the auction.

14. Specifically, if no bidders other than the Excluded Bidders participate in the auction, Streambank's commission schedule will be as follows: (i) if gross consideration does not exceed the consideration to be provided by the Stalking Horse Bid, the commission rate will be 0%, (ii) if the gross consideration is greater than that provided by the Stalking Horse Bid and less than or equal to \$ [REDACTED], the commission rate will be 2.5% and (iii) if the gross consideration is greater than \$ [REDACTED], the commission rate will be 1.25%.

15. If bidders other than the Excluded Bidders participate in the auction, Streambank's commission schedule will be as follows: (i) if gross consideration does not exceed the consideration to be provided by the Stalking Horse Bid, the commission rate will be 0%, (ii) if the gross consideration is greater than that provided by the Stalking Horse Bid and less than or equal to \$ [REDACTED], the commission rate will be 5% and (iii) if the gross consideration is greater than \$ [REDACTED], the commission rate will be 1.25%.

16. With respect to the Remaining IP Assets, including any intellectual property assets which the Debtors and

Streambank agree to include to the Remaining IP Assets, Streambank will charge the Debtors a commission ranging from 0% to 20% of the gross consideration received for the assets transferred. Specifically, (i) if the gross consideration is less than \$50,000, the commission rate is 0% provided that Streambank may recoup the Management Fee from the sale proceeds; (ii) if the gross consideration is between \$50,000 up to \$1 million, the commission rate is 10%; (iii) if the gross consideration is between \$1 million and \$3 million, the commission rate is 15% and (iv) if the gross consideration is greater than \$3 million, the commission rate is 20%.

17. In addition, the Debtors will be responsible for the payment of reasonable expenses incurred in connection with the Retention Agreement, including marketing, advertising, travel and additional expenses or other costs. Reimbursement of Streambank's expenses is subject to the Debtors' prior approval. Streambank will develop a proposed budget for expenses to be incurred and may augment such budget with the Debtors' consent.

18. The Debtors understand that Streambank intends to file quarterly and final fee applications with the Court for allowances of compensation and reimbursement of expenses for intellectual property consulting services, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and

guidelines established by the United States Trustee. Because Streambank will be compensated on a transactional basis through payment of the commissions, Streambank should not be required to maintain or provide detailed time records in connection with any of its applications.

19. Such applications for fees and expenses will be paid by the Debtors, pursuant to the terms of the Retention Agreement, subject to approval by the Court.

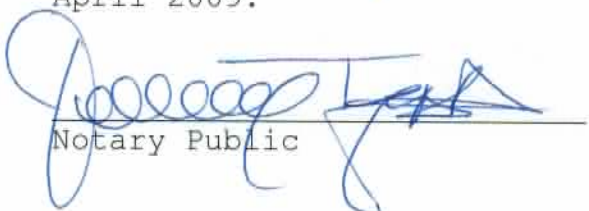
20. To the best of my knowledge: (a) no commitments have been made or received by Streambank with respect to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Court; and (b) Streambank has no agreement with any other entity to share with such entity any compensation received by Streambank in connection with these chapter 11 cases.

FURTHER AFFIANT SAYETH NOT.



Gabriel Fried

Subscribed and sworn to  
before me this 17th day of  
April 2009.

  
Notary Public

Jenny E. Tejeda  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 04, 2011



**EXHIBIT 1**

**(Parties in Interest)**

**The Debtors**

*Abbott Advertising Agency, Inc.*  
CC Aviation, LLC  
CC Distribution Company of Virginia, Inc.  
Circuit City Properties, LLC  
*Circuit City Purchasing Company, LLC*  
Circuit City Stores, Inc.  
Circuit City Stores PR, LLC  
Circuit City Stores West Coast, Inc.  
Courcheval, LLC  
*InterTAN, Inc.*  
Kinzer Technology, LLC  
Mayland MN, LLC  
Orbyx Electronics, LLC  
Patapsco Designs, Inc.  
Prahs, Inc.  
*Sky Venture Corporation*  
Ventoux International, Inc.  
XS Stuff, LLC

**Non-Debtor Affiliates**

Asian Sourcing & Procurement Services Co. Ltd.  
Circuit City Global Sourcing Ltd  
Early Adopter Fund, LLC  
*InterTAN Canada, Ltd*  
*InterTAN France SNC*  
*InterTAN Ontario Ltd.*  
PlumChoice, Inc.  
Sixth Street Marketplace, LP  
St. Tammany Oaks Subdivision Association LLC  
Theater Xtreme Entertainment Group, Inc.

**Directors and Officers**

Baldyga, Lisa  
Barretta, Henry P.  
Besanko, Brue H.  
Bossin, Alan  
Bradley, Brian S.  
Breitenbecher, Kelly E.  
Brill, Ronald M.  
Byrd, Carolyn H.  
Cuthbertson, Ron  
Daoust, Ean  
Dunn, Philip J.  
Fairbairn, Ursula O.  
Feigin, Barbara S.  
Foss, Michael E.  
Grove, Jacqueline  
Hardymon, James F.  
Harlow, John T.  
Hedgebeth, Reginald D.  
Heidemann, Lyle G.  
Jonas, Eric A., Jr.  
Kane, Alan  
Kelly, John J.  
King, Alan B.  
*Kornstein, Don R.*  
Ma, Jeric  
Marcum, James A.  
McDonald, Jeffrey A.  
Mosier, Michelle  
Mulleady, John  
Oakey, John A., III  
Owen, Linda M.  
Pappas, Steven P.  
Ramsey, Daniel W.  
Mith, Marlies A.  
Salovaara, Mikael  
Schoonover, Philip J.  
Spainhour, J. Patrick  
Spurling, Richard D.  
Stone, Jeffrey S.  
Swidler, Gerald L.  
Turner, Ronald L.  
Wahle, Elliot

Wong, Mark J.  
Woo, Carolyn Y.

**Businesses Affiliated with Directors and Officers**

AFC Enterprises  
*Air Products and Chemicals Inc.*  
*Aon Corporation*  
Bally Total Fitness Holding Corporation  
*Centex Corporation*  
Home Depot International  
*Iconix Brand Group Inc.*  
Lexmark International Inc.  
*Nisource Inc.*  
Pan American Life Insurance  
*Stride Rite Sourcing International*  
*Sunoco Inc.*  
*Textron Lycoming Corporation*  
*The Brink's Company*  
The Servicemaster Company  
*True Value Company*  
Varsity Brands Inc.  
VF Corporation  
*Wabco Holdings*

**Significant Shareholders**

J. Richard Atwood  
Classic Fund Management Aktiengesellschaft  
First Pacific Advisors LLC  
*HBK Investments LP*  
HBK Management LLC  
HBK Master Fund  
HBK Master Fund LP  
HBK Partners II LP  
HBK Services LLC  
Robert L Rodriguez  
Mark J Wattles

**Prepetition and Postpetition**

**Secured Lenders**

Ableco Finance LLC  
*Bank of America, N.A.*  
*Burdale Finance Ltd.*  
*Capital One Leverage Finance Corporation*  
Crystal Capital  
*Fifth Third Bank*  
*General Electric Capital Corporation*  
*GMAC Commercial Finance LLC*  
*JPMorgan Chase Bank, N.A.*  
*National City Business Credit, Inc.*  
*PNC Bank, N.A.*  
*SunTrust Bank*  
*Textron Financial Corporation*  
*UBS Loan Finance LLC*  
UPS Capital Corporation  
*Wachovia Capital Finance Corporation*  
Webster Financial Corporation  
*Wells Fargo Retail Finance, LLC*

**Merchandise Creditors**

Alliance Entertainment  
*Apple*  
*Audiovox*  
Belkin Logistics Inc.  
*Buena Vista Home Video*  
*Columbia Tristar Home Video*  
Dlink Systems  
*Eastman Kodak Company*  
*Electronic Arts*  
*Epson America Inc.*  
*Fox Home Entertainment*  
Fuji Photo Film USA  
Garmin International Inc.  
*Hewlett-Packard*  
Hisense USA Corporation

Kingston Technologies  
 Klipsch Audio Technologies, LLC  
*Lenovo, Inc.*  
 Lexmark International Inc.  
*Linksys*  
 Logitech Inc.  
 Microsoft Corporation  
 Microsoft Xbox  
 Mitsubishi Digital Electronics  
 Monster Cable Products  
 Nikon Inc.  
*Olympus Corporation*  
*Omnimount Systems Inc.*  
 Oncorp US, Inc.  
 Onkyo USA Corporation  
*Panasonic North America*  
*Paramount Home Video*  
 Pioneer Electronics (USA) Inc  
*Samsung Electronics America Inc.*  
*Samsung Opto Electronics Inc.*  
*Sandisk Corporation*  
 Sharp Electronics Corporation  
*Sony Computer Entertainment*  
*Sony Electronics Inc.*  
 Stillwater Designs Inc.  
 THQ Inc.  
 Tomtom Inc.  
*Toshiba America Consumer Products*  
*Toshiba Computer Systems Division*  
 Universal Distribution Records  
 Vizio  
*Warner Home Video*  
 Western Digital Technologies  
*Zenith Electronics Corporation*

**Vendors and Major Contract Parties**

Alpha Security Products  
 American Systems Corporation  
 Andrews Electronics Inc.  
 Bailiwick Data Systems Inc.  
 CDW Direct LLC  
 Clay Inc, Bruce  
 Clickit Inc.  
 Cormark Inc.  
 Corporate Express  
 Corporate Facilities Group  
 Cosco  
 DC Power Solutions  
 Eastern Security Corporation  
 Eleets Logistics  
 Ereplacements LLC  
 Fire Materials Group LLC  
 Gorilla Nation Media  
 Graphic Communications  
 Illinois Wholesale Cash Register  
 Innerworkings LLC  
 J&F Mfg Inc  
*JLG Industries Inc.*  
 Nextag  
*NFL Enterprises LLC*  
 North American Roofing Systems Inc.  
 Northern Wire Productions  
*Orbis Corporation*  
 Pricegrabber.Com LLC  
 PTR Compactor & Baler Company  
 Quebecor World KRI  
 Retail Maintenance Services LLC  
*Samsung Electronics America Inc.*  
*Shopping.Com Inc.*  
*Shopzilla Inc.*  
*Sony*  
 Specificmedia Inc.  
 Standard Electric  
*Streater Inc.*  
 Swift Train Company

*Trane*  
 Tremor Media  
 Universal Fixtures & Display  
 US Signs  
 USIS Commercial Services Inc.  
 Vance Baldwin  
 Vanguard Products Group Inc.  
 Vector Security  
 Virginia Electronic Components  
 Wayne Dalton Corporation  
 Weather Channel Interactive, The

**Fifty Largest Unsecured Creditors**

*Advertising.com*  
 Alliance Entertainment  
*Apex Digital Inc*  
*Audiovox*  
 Belkin Logistics Inc.  
 Bethesda Softworks  
 Buena Vista Home Video  
*Columbia Tristar Home Video*  
 Dlink Systems  
*Eastman Kodak Company*  
*Fox Home Entertainment*  
 Fuji Photo Film USA  
 Garmin International Inc.  
 Graphic Communications  
*Hewlett-Packard*  
 Hisense USA Corporation  
*IBM*  
*IBM Strategic Outsourcing Wire*  
*Incomm*  
*Kensington Computer Products Group*  
 Kingston Technologies  
 Klipsch Audio Technologies LLC  
*Lenovo, Inc.*  
*Lexar Media Inc.*  
 Lexmark International Inc.  
*Linksys*  
 Microsoft Corp Consignment  
 Microsoft Xbox Consignment  
 Mitac USA Inc.  
 Mitsubishi Digital Electronics  
 Monster Cable Products  
 Navarre Consignment  
 Navarre Corporation  
 Nikon Inc.  
*Olympus Corporation*  
*Omnimount Systems Inc.*  
 Oncorp US, Inc.  
 Onkyo USA Corporation  
*Panasonic North America*  
*Paramount Home Video*  
 Pioneer Electronics (USA) Inc.  
*Samsung Electronics America*  
*Sandisk Corporation*  
 Sharp Electronics Corporation  
 Simpletech  
*Sony Computer Entertainment*  
*Sony Electronics Inc.*  
 Stillwater Designs Inc.  
 THQ Inc. (ValuSoft)  
*Toshiba America Business Solutions Inc.*  
*Toshiba America Consumer Products*  
*Toshiba Computer Systems Division*  
 Vizio  
 Vtech Communications Inc.  
 Vtech Electronics  
*Warner Home Video*  
*Zenith Electronics Corporation*

**Consignors**

foneGear  
*Intuit Inc.*  
*Memorex Products, Inc.*

Navarre Corporation  
*Panasonic Consumer Electronics Company*  
Pinnacle Systems, Inc. (Avid Tech Inc.)  
THQ Inc. (ValuSoft)

**Credit Card Companies and/or Processors**

*American Express*  
*Chase Bank, USA*  
*Discover Card*  
IPS Card Solutions, Inc.  
*MasterCard*  
ValueLink  
*Visa Inc.*

**Insurers**

American Empire Excess & Surplus Lines  
*American Home Assurance Company*  
*Arch Insurance Group*  
Axis Reinsurance Company  
Axis Surplus Insurance Company  
Chubb  
CNA Global Specialty Lines  
*Continental Casualty Company*  
Essex Insurance Company  
Executive Risk Indemnity Inc.  
Federal Insurance Company  
*Fireman's Fund Insurance Company*  
Glacier Re  
Global Aerospace, Inc.  
Global Excess Partners  
Great American Assurance Company  
*Great American Insurance Company*  
*Industrial Risk Insurers*  
*Integon Specialty Insurance Company*  
Lancashire Insurance Company (UK) Ltd  
Landmark American Insurance Company  
*Lexington Insurance Company*  
*Liberty Mutual Fire Insurance Company*  
Lloyds of London  
*National Liability & Fire Insurance Company*  
*National Union Fire Insurance Company*  
*Ohio Casualty Insurance Company*  
Old Republic Risk Management Inc.  
*Princeton Excess & Surplus Lines Insurance Co.*  
RSUI Indemnity Company  
*St. Paul Mercury Insurance Company*  
State National Insurance Company  
*Westchester Surplus Lines Insurance Company*  
XL Specialty Insurance Company  
*Zurich American Insurance Company*

**Third Party Administrators**

Aetna Life Insurance Company  
Alliance Entertainment Corporation  
American Express Travel Related Services Company  
American Express Trust Company  
*Aon Inc.*  
*Assurant Inc.*  
Avista Advantage, Inc.  
Beecher Carlson Insurance Services  
Computerized Waste Systems  
CTSI  
E-Count  
Empire Blue Cross Blue Shield  
Hewitt Associates LLC  
*IBM*  
Jardine Lloyd Thompson Canada  
Kaiser Permanente  
*Marsh USA, Inc.*  
Medco Health Solutions  
Mercer Insurance Group  
Mid-Atlantic Vision Service Plan, Inc.  
Navigant Consulting, Inc  
Specialty Risk Services  
Tangoe, Inc.

Triple-S Management Corporation  
Vision Service Plan  
*Wachovia Bank, N.A.*

**Utility Providers**

Accent Energy  
*American Electric Power Company*  
*American Water Company*  
Alabama Gas Corporation  
*Alabama Power*  
Alameda County Water District  
Albemarle County Service Authority  
Albuquerque Bernalillo County Water  
Alderwood Water District  
*Allegheny Power*  
Alliant Energy/WP&L  
*Alltel*  
Altoona City Authority  
Ameren CIPS  
Ameren UE  
Ameren CILCO  
Ameren IP  
American Water & Energy Savers  
American Water Service, Inc.  
Anne Arundel County Water and Wastewater  
Anniston Water Works, AL  
*Arizona Public Service*  
Aqua New Jersey  
Aquarion Water Company of CT  
*Aquila, Inc.*  
*Arch Wireless*  
*Arkansas Oklahoma Gas Corporation*  
Arkansas Western Gas Company  
Artesian Water Company, Inc.  
Ashwaubenon Water & Sewer Utility  
AT&T  
AT&T (Ameritech)  
AT&T (Bellsouth)  
AT&T (Pacific Bell)  
AT&T (SNET)  
AT&T (Southwestern Bell)  
AT&T Mobility  
Athens Clarke County, GA  
Athens-Clarke County Stormwater Utility  
*Atlantic City Electric*  
*Atmos Energy*  
Augusta Utilities Department  
Aurora Water  
Austell Natural Gas System  
Autoridad de Acueductos y Alcantarillado  
Autoridad de Energia Electrica  
*Avaya*  
Avista Utilities  
*Bangor Gas, ME*  
Bangor Hydro Electric Company  
Bangor Water District  
*Bay State Gas*  
*Bell South*  
Bellevue City Treasurer, WA  
Belmont County Sanitary Sewer District, OH  
Bexar County WCID  
*Baltimore Gas & Electric*  
Board of Public Utilities-Cheyenne, WY  
Board of Water Supply/HI  
Board of Water Works of Pueblo, CO  
Borough of Chambersburg, PA  
Braintree Electric Light Department  
Braintree Water & Sewer Dept  
Brazoria County MUD #6  
Brick Township Municipal Utilities  
Brighthouse Networks  
Brownsville Public Utilities Board  
Brunswick-Glynn County, GA  
Bucks County Water & Sewer Authority  
California Water Service-Bakersfield

Canton Township Water Dept, MI  
 Cape Fear Public Utility Authority  
*Cascade Natural Gas*  
 Center Township Water & Sewer Authority  
*CenterPoint Energy Services Inc.*  
 Central Georgia EMC  
 Central Hudson Gas & Electric Company  
*Central Maine Power*  
 CenturyTel  
 Charleston Water System  
 Charlotte County Utilities  
 Charter Communications  
 Charter Township of Bloomfield, MI  
 Charter Township of Meridian, MI  
 Chattanooga Gas Company  
 Chesapeake Utilities  
 Chesterfield County Utilities Department  
 Cheyenne Light, Fuel & Power  
 Cincinnati Bell  
 Citizens Gas & Coke Utility  
 Citrus Heights Water District  
 City and County of Denver, CO  
 City of Abilene, TX  
 City of Alcoa Utilities, TN  
 City of Alexandria, LA  
 City of Altamonte Springs, FL  
 City of Amarillo, TX  
 City of Ammon, ID  
 City of Ann Arbor Treasurer, MI  
 City of Ardmore, OK  
 City of Arlington, TX  
 City of Asheville, NC  
 City of Atlanta, GA-Dept of Watershed Mg  
 City of Austin, TX  
 City of Avondale, AZ  
 City of Baltimore, MD  
 City of Batavia, IL  
 City of Beaumont, TX  
 City of Berwyn, IL  
 City of Bethlehem, PA  
 City of Bloomington, IL  
 City of Bloomington, MN  
 City of Boca Raton, FL  
 City of Boulder, CO  
 City of Boynton Beach, FL/Utilities Dept  
 City of Brea, CA  
 City of Bridgeport, WV  
 City of Brighton, MI  
 City of Brockton, MA  
 City of Brookfield, WI  
 City of Buford, GA  
 City of Burbank, CA  
 City of Burnsville, MN  
 City of Calumet City, IL  
 City of Cape Coral, FL  
 City of Carmel, IN  
 City of Cedar Hill, TX  
 City of Cedar Park, TX  
 City of Chandler, AZ  
 City of Charlottesville, VA  
 City of Chicago, IL Dept. of Water  
 City of Clearwater, FL  
 City of Cocoa, FL  
 City of Colonial Heights, VA  
 City of Columbia, MO  
 City of Columbia, SC  
 City of Columbus, OH  
 City of Concord, NC  
 City of Concord, NH  
 City of Coon Rapids, MN  
 City of Coral Springs, FL  
 City of Corpus Christi, TX-Utility Busing  
 City of Countryside, IL  
 City of Covina, CA  
 City of Crystal Lake, IL

City of Cuyahoga Falls, OH  
 City of Dallas, TX  
 City of Daly City, CA  
 City of Danbury, CT  
 City of Daphne, AL  
 City of Daytona Beach, FL  
 City of Dearborn, MI  
 City of Decatur, IL  
 City of Denton, TX  
 City of Dover, DE  
 City of Durham, NC  
 City of East Point, GA  
 City of Escondido, CA  
 City of Falls Church, VA  
 City of Fayetteville, AR  
 City of Florence, SC  
 City of Folsom, CA  
 City of Fort Lauderdale, FL  
 City of Fort Myers, FL/340  
 City of Fort Smith, AR  
 City of Fredericksburg, VA  
 City of Fresno, CA  
 City of Frisco, TX  
 City of Fullerton, CA  
 City of Garland Utility Services  
 City of Gastonia, NC  
*City of Glendale, CA - Water & Power*  
 City of Goodyear, AZ  
 City of Grand Rapids, MI  
 City of Grandville, MI  
 City of Groveland, FL  
 City of Groveland, FL  
 City of Gulfport, MS  
 City of Harrisonburg, VA  
 City of Hattiesburg, MS  
 City of Hialeah, FL-Dept of Water & Sewer  
 City of Hickory, NC  
 City of High Point, NC  
 City of Houston, TX - Water/Wastewater  
 City of Humble, TX  
 City of Huntington Beach, CA  
 City of Hurst, TX  
 City of Independence, MO  
 City of Jacksonville, NC  
 City of Joliet, IL  
 City of Keene, NH  
 City of Keizer, OR  
 City of Killeen, TX  
 City of Kingsport, TN  
 City of La Habra, CA  
 City of Lafayette, IN  
 City of Lake Charles, LA  
 City of Lake Worth, TX  
 City of Lakewood, CA  
 City of Lakewood, CO  
 City of Laredo, TX  
 City of League City, TX  
 City of Leominster, MA  
 City of Lewisville, TX  
 City of Livermore, CA  
 City of Long Beach, CA  
 City of Longview, TX  
 City of Lufkin, TX  
 City of Lynnwood, WA  
 City of Madison Heights, MI  
 City of Mansfield, TX  
 City of Manteca, CA  
 City of Maple Grove, MN  
 City of Marion, IL  
 City of Martinsville, VA  
 City of McHenry, IL  
 City of McKinney, TX  
 City of Melbourne, FL  
 City of Merced  
 City of Meriden Tax Collector, CT

City of Mesa, AZ  
 City of Mesquite, TX  
 City of Midland, TX  
 City of Midwest City, OK  
 City of Millville, NJ  
 City of Minnetonka, MN  
 City of Modesto, CA  
 City of Monrovia, CA  
 City of Montebello, CA  
 City of Morgan Hill, CA  
 City of Muskegon, MI  
 City of Myrtle Beach, SC  
 City of Naperville, IL  
 City of Niles, OH  
 City of Norman, OK  
 City of North Canton, OH  
 City of Norton Shores, MI  
 City of Norwalk, CA  
 City of Novi, MI  
 City of OFallon, IL  
 City of Oklahoma City, OK  
 City of Olympia, WA  
 City of Orange, CA  
 City of Orem, UT  
 City of Oxnard, CA  
 City of Pasadena, CA  
 City of Pasadena, TX  
 City of Pembroke Pines, FL  
 City of Pensacola, FL  
 City of Peoria, AZ  
 City of Phoenix, AZ  
 City of Pittsburg, CA  
 City of Plano, TX  
 City of Plantation, FL  
 City of Pontiac, MI  
 City of Port Arthur, TX  
 City of Port Richey, FL  
 City of Portage, MI  
 City of Portland, OR  
 City of Portsmouth, NH  
 City of Raleigh, NC  
 City of Rancho Cucamonga, CA  
 City of Redding, CA  
 City of Richland, WA  
 City of Richmond, VA  
 City of Rochester Hills, MI  
 City of Rockford, IL  
 City of Rockwall, TX  
 City of Roseville, CA  
 City of Roseville, CA  
 City of Roseville, MI  
 City of Round Rock, TX  
 City of Salisbury, NC  
 City of San Bernardino, CA - Water  
 City of San Diego, CA  
 City of San Luis Obispo, CA  
 City of Santa Barbara, CA  
 City of Santa Maria, CA  
 City of Santa Monica, CA  
 City of Santa Rosa, CA-Water & Sewer  
 City of Savannah, GA  
 City of Sebring, FL  
 City of Selma, TX  
 City of Sherman, TX  
 City of Shreveport, LA-D O W A S  
 City of Signal Hill, CA  
 City of Slidell, LA  
 City of Somerville, MA  
 City of Southaven, MS  
 City of Southlake, TX  
 City of St. Cloud, MN  
 City of St. Peters, MO  
 City of Steubenville, OH  
 City of Sugar Land, TX  
 City of Summerville, Armuchee

City of Sunnyvale, CA  
 City of Tallahassee, FL - Util Dept  
 City of Tampa, FL  
 City of Taunton, MA  
 City of Taylor, MI  
 City of Temple, TX  
 City of Thornton, CO  
 City of Toledo, OH  
 City of Torrance, CA  
 City of Troy, MI  
 City of Tucson, AZ  
 City of Tukwila, WA  
 City of Tulsa, OK  
 City of Turlock, CA  
 City of Tuscaloosa, AL  
 City of Tyler, TX  
 City of Vero Beach, FL  
 City of Victorville, CA  
 City of Vienna, WV  
 City of Virginia Beach, VA  
 City of Waco, TX  
 City of Warner Robins, GA  
 City of Webster, TX  
 City of West Jordan, UT  
 City of West Palm Beach/Utilities  
 City of Westland, MI - Dept. 180701  
 City of Wichita Falls, TX  
 City of Wichita Water Department, KS  
 City of Wilmington, DE  
 City of Wilmington, NC  
 City of Winston-Salem, NC  
 City of Woodbury, MN  
 City of Yuma, AZ  
 City Utilities (Fort Wayne, IN)  
 City Utilities of Springfield, MO  
 City Water & Light  
 City Water Light & Power, Springfield IL  
 Clackamas River Water  
 Clarksville Department of Electricity  
 Clarksville Gas & Water Department  
 Clearwater Enterprises, L.L.C.  
 Cleco Power LLC  
 Cleveland Utilities  
 Coachella Valley Water District  
 Cobb County Water System  
 College Station Utilities - TX  
 Colorado Springs Utilities  
 Columbia Gas of Kentucky  
 Columbia Gas of Maryland  
 Columbia Power & Water Systems  
 Columbus City Utilities  
 Columbus Water Works  
 Com Ed  
 Comcast  
 Compton Municipal Water Dept  
 Con Edison  
 Con Edison Solutions  
 Connecticut Light & Power  
 Connecticut Natural Gas Corporation  
 Connecticut Water Company  
 Connexus Energy  
 Consolidated Communications  
 Consolidated Mutual Water  
 Consolidated Waterworks District #1  
 Consumers Energy  
 Contra Costa Water District  
 County of Henrico, VA  
 Cox Communications  
 CPS Energy  
 Cucamonga Valley Water District  
 Dakota Electric Association  
 Davidson Telecom LLC  
 Dayton Power & Light  
 Delmarva Power DE/MD/VA  
 Delta Charter Township, MI

Denver Water  
 Deptford Township MUA, NJ  
*Direct Energy*  
 Division of Water, City of Cleveland OH  
 Dixie Electric Cooperative  
*Dominion East Ohio*  
 Dothan Utilities  
 Douglasville-Douglas County GA  
 DTE Energy  
 Dublin San Ramon Services District  
*Duke Energy*  
 Dupage County Public Works  
*Duquesne Light Company*  
 East Bay Municipal Utility District  
 East Brunswick Water Utility  
 Eastern Municipal Water District  
 Easton Suburban Water Authority  
 Easylink Services Corporation  
*El Paso Electric Company*  
*El Paso Water Utilities*  
 El Toro Water District  
 Electric City Utilities/City of Anderson  
 Electric Power Board-Chattanooga  
 Elizabethtown Gas  
 Elmira Water Board NY  
 Elyria Public Utilities  
*Embarq Communications*  
 Emerald Coast Utilities Authority  
*Entergy Arkansas, Inc.*  
 Entergy Gulf States LA, LLC  
*Equitable Gas Company*  
 Erie County Water Authority  
 Evansville, IN Waterworks Dept  
 Everett Utilities  
 Fairfax Water - VA  
 Fairfield Municipal Utilities  
 Fairpoint Communications  
 Fewtek Inc.  
 First Utility District of Knox County  
 Flint EMC, GA  
 Flint Township-Board of Public Works  
 Florence Water & Sewer Commission  
 Florida City Gas  
*Florida Power & Light Company*  
 Florida Public Utilities Co, DeBary  
 Floyd County Water Department  
 Fontana Water Company  
 Fort Collins Utilities  
 Fort Worth Water Dept, TX  
 Frederick County Division of Utilities  
 Frontier  
 Fruitland Mutual Water Company  
 Gainesville Regional Utilities  
 Gas South  
 Geoff Patterson, Receiver of Taxes  
*Georgia Power*  
*Golden State Water Company*  
 Grand Chute Utilities  
 Grand Traverse County Dept of Pub Works  
 Granite Telecommunications  
 Greater Augusta Utility District, ME  
 Greater Cincinnati Water Works  
 Green Bay Water Utility  
 Green Mountain Power  
 Greene County - Department of Public Wor  
 Greenville Utilities Commission, NC  
 Greenville Water System, SC  
 GreyStone Power Corporation  
*Gulf Power*  
 Gwinnett Co. Water Resources  
 Hamilton Township  
 Hampton Roads Utility Billing Services  
 Harker Heights Water Department, TX  
 Harpeth Valley Utilities District  
 Harrisonburg Electric Commission

Hawaiian Electric Company, Inc.  
*Hawaiian Telecom*  
 Hayward Water System  
 Helix Water District  
 Hernando County Utilities, FL  
 Hicksville Water District  
 Highland Sewer & Water Authority  
 Highland Utilities Dept, IN  
 Highlands Ranch Metro Districts  
 Hillsborough County Water Resource Ser.  
 Holland Board of Public Works  
 Holland Charter Township, MI  
 Holyoke Gas & Electric Department  
 Holyoke Water Works, MA  
 Huntsville Utilities, AL  
*Idaho Power*  
 Imperial Irrigation District, CA  
 Indian River County Utilities, FL  
*Indianapolis Power & Light*  
 Indianapolis Water Company  
*Insight*  
 Intercall  
 Intermountain Gas Company  
 Intermountain Rural Electric Association  
 Irvine Ranch Water District  
 Jackson Electric Membership Corp, GA  
 Jackson Energy Authority  
 Jackson Water Collection, MI  
 Jacksonville Electric Authority  
 Jefferson County AL, Sewer Service Fund  
 Jefferson Parish, LA  
 Jersey Central Power & Light  
 Johnson City Power Board  
 Johnson City Utility System  
*Kansas City Power & Light Company*  
 Kansas Gas Service  
 KCMO Water Services Department  
 Keynote Red Alert  
 Kissimmee Utility Authority  
 Knoxville Utilities Board  
*Kentucky Utilities Company*  
 Laclede Gas Company  
 Lafayette Utilities Systems  
 Lake Apopka Natural Gas District, FL  
 Lake County Dept of Public Works, IL  
 Lakehaven Utility District  
 Lakeland Electric/City of Lakeland,FL  
 Lansing Board of Water & Light  
 Lee County Electric Cooperative  
 Lincoln Electric System  
 Long Island American Water, NY  
*Long Island Power Authority*  
 Los Angeles County Dept. of Public Works  
*Los Angeles Dept of Water & Power*  
 Loudoun Water  
 Louisville Water Company  
 Lubbock Power Light & Water  
 Lycoming County Water & Sewer Authority  
 Macon Water Authority  
 Madison Gas and Electric - WI  
 Madison Suburban Utility District  
 Madison Water/Sewer/Storm Utilities, WI  
 Manchester Water Works  
 Marin Municipal Water District  
 Martin County Utilities  
 McAllen Public Utilities -TX  
 MCI  
 Manatee County Utilities Cust Serv  
 Medford Water Commission, OR  
 Memphis Light, Gas & Water Division  
 Merced Irrigation District  
 Merchantville - Pennsauken  
*Met-Ed*  
 Metro  
 Metro Technology, Inc. (AL)

Metro Water Services TN  
 Metropolitan St. Louis Sewer District  
 Miami-Dade Water and Sewer Dept.  
*MidAmerican Energy Company*  
 Mid-Carolina Electric Cooperative  
 Middle Tennessee Electric Membership  
 Milwaukee Water Works  
 Mishawaka Utilities  
*Mississippi Power*  
 Missouri Gas Energy  
 Mobile Area Water & Sewer System  
 Modesto Irrigation District  
 Monroe County Water Authority  
 Monte Vista Water District  
 Montgomery Water Works  
 Mount Laurel Municipal Utilities  
 Mount Pleasant Waterworks, SC  
 Mountaineer Gas  
 Nashville Electric Service  
*National Fuel*  
*National Grid*  
*Nevada Power Company*  
 New Braunfels Utilities, TX  
*New England Gas Company*  
 New England Water Utility Services, Inc.  
*New Hampshire Gas Corporation*  
 New Jersey Natural Gas Company  
 New Mexico Utilities, Inc.  
 Newport News Waterworks  
*Nextel Communications*  
 Nicor Gas Transportation  
 Nicor Gas  
 Northern Indiana Public Service Company  
 North Attleborough Electric  
 North Attleborough Public Works  
 North Little Rock Electric  
 North Shore Gas  
 North State Communications  
 North Wales Water Authority  
 Northampton Borough Municipal Authority  
 Northern Utilities Natural Gas  
 Northern Virginia Electric Cooperative  
 NSTAR/  
 NW Natural  
 NYC Water Board  
*New York State Electric & Gas*  
 O.C.W.S. Okaloosa County  
 Ocala Electric Utility, FL  
 Oceanic Time Warner Cable  
 Onondaga County Water Authority  
 Oklahoma Gas & Electric Service  
*Ohio Edison*  
*Oklahoma Natural Gas Company*  
 Olivenhain Municipal Water District  
 Ontario Water Works  
*Orange and Rockland Utilities*  
 Orange County Utilities  
 Orlando Utilities Commission  
 Orwell Natural Gas Company  
 Ozarks Electric Cooperative Corporation  
*Pacific Gas & Electric*  
 Pacific Power-Rocky Mountain Power  
 Paducah Power System  
 Panama City Utilities Department , FL  
 Parker Water & Sanitation District  
 Paulding County Water, GA  
 Pearl River Valley EPA  
*Peco Energy Company*  
 Pedernales Electric Cooperative, Inc.  
 Penelec  
 Pennichuck Water Works, Inc.  
*Peoples Gas*  
*PEPCO (Potomac Electric Power Company)*  
*Philadelphia Gas Works*  
*Piedmont Natural Gas-Nashville Gas*

Pinellas County, FL-Utilities  
 Plaza Mill Limited  
 PNM Electric & Gas Services  
*Portland General Electric*  
 Portland Water District - ME  
 PPL Utilities  
 Prattville Water Works Board  
*Progress Energy Carolinas, Inc*  
 Providence Water  
*Public Service Electric & Gas Company*  
 PSNC Energy (Public Service Company of NC)  
 Public Service of New Hampshire  
 Public Works Commission, City of Fayetteville  
*Puerto Rico Telephone*  
*Puget Sound Energy*  
 Prince William County Services  
*Questar Gas*  
*Qwest*  
 Racine Water & Wastewater Utilities, WI  
 Rancho California Water District  
 Regional Water Authority, CT  
*Research In Motion*  
*Rochester Gas & Electric*  
 Ritter Communications  
 Riverdale City Corporation  
 Riverside Public Utilities, CA  
 Roanoke Gas Company  
 Rocky Mount Public Utilities  
 Sacramento County Utilities  
 Sacramento Municipal Utility District  
 Saddleback Communications  
 Saint Paul Regional Water Services  
 Salt Lake City Corporation  
 San Angelo Water Utilities  
 San Antonio Water System  
*San Diego Gas & Electric*  
 San Jose Water Company  
 Santa Buckley Energy  
 Santa Cruz Municipal Utilities  
 Santa Margarita Water District-SMWD  
 Santee Cooper  
 Sarasota County Environmental Services  
 Sawnee EMC  
*South Carolina Electric & Gas*  
 Sebring Gas System Inc.  
 Second Taxing District Water Department  
*Semco Energy Gas Company*  
*Sempra Energy Solutions*  
 SFPUC-Water Department, CA  
 Shelby Township Dept of Public Works  
*Sierra Pacific Power Company-NV*  
 Silverdale Water District # 16  
 Simplenet  
*Skytel*  
 Southern Maryland Electric Cooperative  
 Snapping Shoals EMC  
 Snohomish County PUD  
 South Bend Water Works  
 South Central Power CO, OH  
 South Jersey Gas Company  
 South Louisiana Electric Cooperative  
*Southern California Edison*  
*Southern California Gas*  
 Southwest Gas Corporation  
 Southwestern VA Gas Company  
 Spartanburg Water System  
 Spectrum Utilities Solutions  
 Spokane County Utilities  
 Spokane County Water Dist #3  
 Spring Hill Water Works, TN  
 Springfield Utility Board  
 Springfield Water & Sewer Commission  
*Sprint*  
 Salt River Project  
 St. Lucie West Services District



Suburban East Salem Water District  
 Suburban Natural Gas  
 Suddenlink  
*Suez Energy Resources NA*  
 Suffolk County Water Authority - NY  
 Summit Township Water Authority  
 Sumter Electric Cooperative, Inc., FL  
*Surewest*  
 Sweetwater Authority  
*T Mobile*  
 Tacoma Public Utilities  
 Taunton Municipal Lighting Plant  
*TDS Telecom*  
*Tampa Electric Company*  
 Terrebonne Parish Consolidated Govt.  
 Texas Gas Service  
 The Illuminating Company  
 The Metropolitan District CT  
 The Torrington Water Company  
 Thoroughbred Village  
*Toledo Edison*  
 Tombigbee Electric Power Assoc-Tupelo  
 Town of Apex, NC  
 Town of Aurelius - Water & Sewer, NY  
 Town of Burlington, MA  
 Town of Cary, NC  
 Town of Collierville, TN  
 Town of Cortlandt, NY  
 Town of Danvers, MA-Electric Division  
 Town of Dartmouth, MA  
 Town of Foxborough, MA  
 Town of Gilbert, AZ  
 Town of Hanover, MA-Tax Collector  
 Town of Manchester, CT  
 Town of Natick, MA  
 Town of Plymouth, MA  
 Town of Queen Creek Water, AZ  
 Town of Salem, NH  
 Town of Schererville, IN  
 Town of Vestal, NY - Utility Fund  
 Town of Victor, NY  
 Town of Wallkill, NY  
 Township of Freehold, NJ  
 Township of Livingston, NJ  
 Township of Roxbury, NJ  
 Township of Wayne, NJ  
 TPS  
 Tri-County Electric Cooperative/TX  
 Trinsic Spectrum Business  
 Truckee Meadows Water Authority, NV  
 Trumbull County Water & Sewer Dept.  
 Trussville Utilities Board, AL  
*Tucows Com*  
 Tucson Electric Power Company  
 Tupelo Water & Light Dept  
 Turlock Irrigation District  
*TXU Energy*  
 Tylex Inc./TX  
 UGI Energy Services, Inc.  
 UGI Penn Natural Gas  
 United Illuminating Company  
 United Power  
 United Water Idaho  
 United Water New Jersey/Harrington Park  
 United Water Pennsylvania  
 Unitil Concord Electric Company  
 USA Mobility  
 UTE Water Conservancy District  
 Utilities Inc. of Louisiana  
 Utility Billing Services-AR  
 Utility Payment Processing, Baton Rouge  
*Valencia Water Company, CA*  
*VCCDD Utility*  
*Vectren Energy Delivery*  
*Verizon (BA)*

*Verizon (GTE)*  
*Verizon Online*  
*Verizon Wireless*  
 Vermont Gas Systems, Inc.  
 Village of Algonquin, IL  
 Village of Arlington Heights, IL  
 Village of Bedford Park, IL  
 Village of Bloomingdale, IL  
 Village of Downers Grove, IL  
 Village of Elmwood Park, IL  
 Village of Gurnee, IL  
 Village of Matteson, IL  
 Village of Niles, IL  
 Village of Norridge, IL  
 Village of Nyack Water Dept., NY  
 Village of Schaumburg, IL  
 Village of Wellington, FL  
 Virginia Natural Gas  
 Vista Irrigation District  
 Walnut Valley Water District  
 Walton EMC PO Box 1347/260  
 Warrington Township Water & Sewer Dept.  
*Washington Gas*  
 Washington Suburban Sanitary Commission  
 Water Gas & Light Commission  
 Water Revenue Bureau, PA  
*WaterOne*  
*Wisconsin Electric*  
*Wisconsin Gas*  
 West View Water Authority  
*Westar Energy/KPL*  
 Western Allegheny County MUA  
*Western Massachusetts Electric*  
 Westminster Finance - CO  
 Wilkinsburg-Penn Joint Water Authority  
 Williston Water Department  
 Willmut Gas Company  
*Windstream*  
 Wisconsin Public Service Corporation  
 Withlacoochee River Electric Cooperative  
 Wright-Hennepin Coop Electric  
*Xcel Energy: Southwestern Public Service*  
*Yankee Gas Services*  
 Youngstown Water Dept., OH

**Real Property Lessors**

1030 W. North Avenue Bldg., LLC  
 120 Orchard LLC  
 1251 Fourth Street Investors, LLC  
 13630 Victory Boulevard LLC  
 1890 Ranch, Ltd  
 1965 Retail LLC  
 19th Street Investors, Inc.  
 36 Monmouth Plaza LLC  
 3725 Airport Boulevard, LP  
 380 Towne Crossing, LP  
 4 Newbury Danvers LLC  
 44 North Properties, LLC  
 444 Connecticut Avenue LLC  
 502-12 86th Street, LLC  
 5035 Associates, LP  
 601 Plaza, LLC  
 610 & San Felipe, Inc.  
 680 S. Lemon Avenue Company LLC  
 700 Jefferson Road Ii, LLC  
 ADD Holdings, LP  
 AAC Cross County Leasehold Owner, LLC  
 Abercorn Common, LLP  
 Abrams Willowbrook Three LP  
 Acadia Realty Limited Partnership  
*Accent Homes, Inc*  
 ACPG Management, LLC  
 Advance Real Estate Management, LLC  
 Agree Limited Partnership  
 AIG Baker Deptford, LLC

AIG Baker Hoover, LLC  
*Alameda Associates*  
 Alexander's Of Rego Park Center, Inc.  
 Alexandria Main Mall LLC  
 Alliance - Rocky Mount, LLC  
 Almaden Plaza Shopping Center, Inc.  
 Almeda-Rowlett Retail LP  
 Almonesson Associates, LP  
 Altamonte Springs Real Estate Associates, LLC  
 Amargosa Palmdale Investments, LLC  
*AMB Property, LP*  
 Amcap Arborland LLC  
 Amcap Northpoint LLC  
*American National Bank & Trust Company Of Chicago*  
 American National Insurance Company  
 Amherst Industries, Inc.  
 AMLI Land Development- I, LP  
 Ammon Properties LLC  
 AM REIT Texas Real Estate Investment Trust  
 AR Investments, LP  
 Arboretum of South Barrington LLC  
 Ardmore Development Authority  
 Argyle Forest Retail I, LLC  
 Arho LP  
 Arrowhead Net Lease, LP  
 Arundel Mills Marketplce LP  
 Atlantic Center Fort Greene Associates LP  
 Avenue Forsyth LLC  
 Avr Cpc Associates, LLC  
 Awe-Ocala, Ltd.  
 Bainbridge Shopping Center II LLC  
 Baker Natick Promenade LLLC  
 Barberio, Janet  
 Bard, Ervin & Suzanne  
 Barnes and Powers North LLC  
 Basile LLC  
 Basser - Kaufman 222, LLC  
 Basser-Kaufman Inc.  
 Battlefield Fe LP  
 BBD Rosedale, LLC  
 BC Portland Partners, Inc.  
 Bear Valley Road Partners LLC & M Lantz LLC  
 Beatson, William P. Jr.  
 Becker Investment Company  
 Becker Trust, LLC  
 Bedford Park Properties, LLC  
 Bel Air Square LLC  
 Bella Terra Associates LLC  
 Benderson Development Company  
 Benderson Properties Inc.  
 Benenson Columbus - OH Trust  
 Berkshire West  
 Berkshire-Amherst, LLC  
 Berkshire-Hyannis, LLC  
 BFLO-Waterford Associates, LLC  
 BFW/Pike Associates, LLC  
 BG Walker, LLC  
 BK Properties LP  
 Blank Aschkenasy Properties LLC  
 Building Retail 2007 LLC & Netarc LLC  
 BI-NTY I, LLC  
 Boise Towne Plaza LLC  
 Bond CC. V Delaware Business Trust  
 Bond CC II Delaware Business Trust  
 Bond CC III Delaware Business Trust  
 Bond CC IV Delaware Business Trust  
 Bond-Circuit II Delaware Business Trust  
 Bond-Circuit IV Delaware Business Trust  
 Bond-Circuit IX Delaware Business Trust  
 Bond-Circuit V Delaware Business Trust  
 Bond-Circuit VIII Delaware Business Trust  
 Bond-Circuit X Delaware Business Trust  
 Bond-Circuit XI Delaware Business Trust  
 Boulevard Associates

Boulevard North Associates, LP  
 Boyer Lake Pointe, Lc  
 BPP-Connecticut LLC  
 BPP-Muncy LLC  
 BPP-Ny LLC  
 BPP-Oh LLC  
 BPP-Redding LLC  
 BPP-Sc LLC  
 BPP-Va, LLC  
 BPP-Wb, LLC  
 Brandywine Grande C, LP  
 Bre, Louis Joliet, LLC  
 Briantree Property Association LP  
 Brick 70 LLC  
 Brighton Commercial LLC  
 Broadacre South LLC  
 Broadstone Crossing LLC  
 BT Bloomington LLC  
 Burbank Mall Associates LLC  
*Burnham Pacific Properties*  
 By-Pass Development Company LLC  
 CC. Hamburg NY Partners, LLC  
 CJM. Management Company  
 CA New Plan Asset Partnership IV, LLP  
 Cafaro Governors Square Partnership  
 Camelback Center Properties  
 Cameron Group Associates LLP  
 Campbell Properties LP  
 Cap Brunswick LLC  
 Caparra Center Associates, S.E.  
 Capital Centre LLC  
 Cardinal Capital Partners  
 Cardinal Court, LLC  
 Carlyle-Cypress Tuscaloosa I, LLC  
 Carousel Center Company, LP  
 Carriage Crossing Market Place, LLC  
 Carrollton Arms  
 Catellus Development Corporation  
 Catellus Operating LP  
 CBC - Wilbur Properties  
 CBL Terrace Limited Partnership  
 CC - Investors 1995-6  
 CC - Investors 1996-1  
 CC - Investors 1996-12  
 CC - Investors 1996-17  
 CC - Investors 1996-3  
 CC Brandywine Investors 1998 LLC  
 CC Colonial Trust  
 CC Countryside 98 LLC  
 CC East Lansing 98 LLC  
 CC Frederick 98 LLC  
 CC Ft. Smith Investors 1998 LLC  
 CC Grand Junction Investors 1998 LLC  
 CC Green Bay 98 LLC  
 CC Harper Woods 98 LLC  
 CC Independence LLC  
 CC Indianapolis 98 LLC  
 CC Indianapolis LLC  
 CC Investors 1995-1  
 CC Investors 1995-2  
 CC Investors 1995-3  
 CC Investors 1995-5  
 CC Investors 1996-10  
 CC Investors 1996-14  
 CC Investors 1996-6  
 CC Investors 1996-7  
 CC Investors 1997-10  
 CC Investors 1997-12  
 CC Investors 1997-2  
 CC Investors 1997-3  
 CC Investors 1997-  
 CC Jackson 98 LLC  
 CC Kingsport 98 LLC  
 CC La Quinta LLC  
 CC Lafayette LLC

CC Madison LLC  
CC Merrillville Trust  
CC PhiladelPhia 98 LLC  
CC Ridgeland 98 LLC  
CC Roseville, LLC  
CC Springs LLC  
CC Wichita Falls 98 Trust  
CCC Realty, LLC  
CCDC Marion Portfolio LP  
CCI Louisiana Trust  
CCI Trust 1994-I  
CC-Virginia Beach LLC  
CDB Falcon Sunland Plaza LP  
Cedar Development, Ltd  
Centennial Holdings LLC  
Central Investments, LLC  
Central Park 1226, LLC  
Central Park Property Owners Association  
*Centro Bradley Spe 7 LLC*  
*Centro Heritage County Line LLC*  
*Centro Heritage Innes Street LLC*  
*Centro Heritage UC Greenville LLC*  
*Centro Properties Group*  
*Centro Watt*  
Century Plaza Development Corporation  
Cermak Plaza Associates LLC  
CFH Realty III/Sunset Valley LP  
Chalek Company LLC  
Chambersburg Crossing LP  
Chandler Gateway Partners LLC  
Chapel Hills - West LLC  
Chapman And Main Center  
Charbonnet Family Ltd et. al  
Charlotte (Archdale) UY LLC  
Chehalis Hawaii Partners LLC  
Chico Crossroads LP  
Chino South Retail PG LLC  
CHK LLC  
Cim/Birch St., Inc.  
Circuit Distribution - Illinois  
Circuit II Corporation  
Circuit Investors - Fairfield, LP  
Circuit Investors - Vernon Hills, LP  
Circuit Investors - Yorktown, LP  
Circuit Investors #2 Ltd  
Circuit Investors #3 LP  
Circuit Investors #4 - Thousand Oaks LP  
Circuit Oklahoma Property Investor  
Circuit Pennsylvania Corporation  
Circuit Sports LP  
Circuit Tax Property Investors LP  
Circuitville LLC  
Citrus Park CC LLC  
City View Center LLC  
CK Richmond Business Services #2, LLC  
Clairemont Square  
Clay Terrace Partners LLC  
Cleveland Towne Center LLC  
Coastal Way LLC  
Cobb Corners II LP  
Cofal Partners LP  
Cohab Realty LLC  
Coldwater Development LLC  
Cole CC Aurora Co, LLC  
Cole CC Groveland Fl, LLC  
Cole CC Kennesaw Ga, LLC  
Cole CC Mesquite Tx, LLC  
Cole CC Taunton Ma, LLC  
Colonial Heights Holding, LLC  
Colonial Heights Land Association  
Colonial Square Associates LLC  
Colonnade LLC  
Colony Place Plaz, LLC  
Columbia Plaza Shopping Center Venture  
Community Centers One LLC

Compton Commercial Redevelopment Company  
Concar Enterprises Inc.  
Concord Mills LP  
Condan Enterprises LLC  
Congressional North Associates LP  
Continental 45 Fund LLC.  
Continental 64 Fund LLC  
Cortlandt B. LLC  
Cosmo-Eastgate, Ltd.  
Cottonwood Phase V LLC  
Coventry II DDR Buena Park Place LP  
Coventry II DDR Merriam Village LLC  
Covington Lansing Acquisition LLC  
CP Venture Two LLC  
Craig-Clarksville Tennessee LLC  
Crosspointe 08 A LLC  
Crossways Financial Associates LLC  
Crown CC 1 LLC  
CT Retail Properties Finance V LLC  
Cypress/Spanish Fort I LP  
Daly City Partners I LP  
Daniel G. Kamin Baton Rouge LLC  
Daniel G. Kamin Burlington LLC  
Daniel G. Kamin Elmwood Park LLC  
Daniel G. Kamin Flint, LLC  
Daniel G. Kamin Mcallen LLC  
Daniel G Kamin and Howard Kadish, LLC  
Dartmouth Marketplace Associates  
Dayton Hudson Corporation  
DDR Southeast Loisdale LLC  
DDR Crossroads Center LLC  
DDR Family Centers LP  
DDR Highland Grove LLC  
DDR Homestead LLC  
DDR Horseheads LLC  
DDR Mdt Asheville River Hills  
DDR Mdt Fairfax Towne Center LLC  
DDR Mdt Grandville Marketplace LLC  
DDR Mdt Monaca Township Marketplace LLC  
DDR Mdt Union Consumer Square, LLC  
DDR Miami Ave LLC  
DDR Norte LLC, S.E.  
DDR Southeast Cary LLC  
DDR Southeast Cortez, LLC  
DDR Southeast Culver City District  
DDR Southeast Dothan Outparcel, LLC  
DDR Southeast Highlands Ranch LLC  
DDR Southeast Olympia District  
DDR Southeast Rome LLC  
DDR Southeast Snellville LLC  
DDR Southeast Union LLC  
DDR Southeast Vero Beach LLC  
DDR 1st Carolina Crossings South LLC  
DDRA Arrowhead Crossing LLC  
DDRM Hilltop Plaza LP  
DDRM Skyview Plaza LLC  
DDR-Sau Greenville Point LLC  
DDR-Sau Wendover Phase II, LLC  
DDRTC CC Plaza LLC  
DDRTC Columbiana Station I LLC  
DDRTC Creeks at Virginia Center LLC  
DDRTC McFarland Plaza LLC  
DDRTC Newnan Pavilion LLC  
DDRTC Southlake Pavilion LLC  
DDRTC Sycamore Commons LLC  
DDRTC T&C LLC  
DDRTC Walks at Highwood Preserve I LLC  
Decatur Plaza I, LLC  
Deerbrook Anchor Acquisition LLC  
Dematteo Management Inc.  
Dentici Family Limited Partnership  
Derito Pavilions 140 LLC  
Desert Home Communities of Oklahoma, LLC  
*Developers Diversified Realty Corp.*  
Diamond Square LLC

Dicker/Warmington Properties  
Dikeou, Deno P.  
Dim Vastgoed, N.V.  
DJD Partners LP  
DMC Properties, Inc.  
Dollinger Lost Hills Associates  
Donahue Schriber Realty Group LP  
Dowel Conshohocken LLC  
Dowel-Allentown, LLC  
Doyle Winchester Properties, LLC  
Drexel Delaware Trust  
Drury Land Development Inc.  
Durham Westgate Plaza Investors LLC.  
E&A Northeast LP  
Eagleridge Associates (Pueblo) LLC  
East Gate Center V  
Eastchase Market Center LLC  
Eastland Shopping Center LLC  
Eastridge Shopping Center LLC  
EEL Mckee LLC  
EKLEC Co. Newco LLC  
ELPF Slidell, LLC  
Emporium on LBJ Owners Association  
Encinitas PFA, LLC  
Enid Two, LLC  
ERP of Midway, LLC  
Estate of Joseph Y. Einbinder  
Evansville Developers LLC, G.B.  
Evergreen Mcdowell And Pebble Creek LLC  
Excel Realty Partners LP  
Excel Westminster Marketplace, Inc.  
F.R.O., LLC Ix  
Faber Bros., Inc  
Fairfax Court LP  
Fairview Heights Investors LLC  
Fairway Centre Associate, LP  
Faram Muskegon LLC  
Farmingdale-Grocery LLC  
Fayetteville Developers LLC  
FC Janes Park LLC  
FC Richmond Associates LP  
FC Treeco Columbia Park, LLC  
FC Wodbridge Crossing, LLC  
*Federal Realty Investment Trust*  
Feil Organization, The  
FGP Company  
Fingerlakes Crossing LLC  
Firecreek Crossing o Reno LLC  
First Berkshire Properties LLC  
FJL MVP LLC  
Flintlock Northridge LLC  
F&M Properties  
Fogg-Snowville LLC  
Foothill Business Association  
Foothill Pacific Towne Center  
Forecast Danbury LP  
Forest City Commercial Group LLC  
Forest City Ratner Company  
Fourels Investment Company  
Fr/Cal Gouldsboro Property Holding LP  
Friedland, Lawrence And Melvin  
FW CA Brea Marketplace LLC  
G&S Livingston Realty Inc.  
Gainesville Outdoor Advertising Inc.  
Galileo Apollo II Sub, LLC  
Galileo CMBS T2 NC LP  
Galileo Freshwater/Stateline LLC  
Galileo Northeast LLC  
Galleria Partnership  
Galleria Plaza Ltd.  
Garden City Center  
Gateway Center Properties III, LLC  
Gateway Company LLC  
Gateway Woodside Inc.  
GC Acquisition Corporation

Geenen Dekock Properties LLC  
Generation H One and Two LP  
GGP Mall of Louisiana LP  
GGP-Steeplegate Inc.  
Gladwyne Investors, LP  
Glenmoor LP  
GMS Golden Valley Ranch LLC  
Goldsmith, Barbara L.  
Goodmill LLC  
Gould Livermore LLC  
Grand Hunt Center Oea  
Gravois Bluffs III LLC  
GRE Grove Street One LLC  
GRE Vista Ridge LP  
Greater Orlando Aviation Authority  
Greece Ridge LLC  
Greeley Shopping Center LLC  
Green 521 5th Avenue LLC  
Green Acres Mall LLC  
Greenback Associates  
Greenwood Point LP  
GRI-EQY (Sparkleberry Square) LLC  
GS Erie LLC  
GS II Brook Highland LLC  
Gunning Investments, LLC  
Hallaian Brothers  
Hamilton Chase Santa Maria LLC  
Hamilton Crossing I LLC  
Hampden Commons Condominium Association  
Hannon Ranches Ltd  
Hanson Industries Inc.  
Harold and Lucille Chaffee Trust  
Hart Kings Crossing LLC  
Hartman 1995 Ohio Property Trust  
Harvest/NPE LP  
Hayden Meadows JV  
Hayward 880, LLC  
Heritage Property Investment LP  
Heritage-Lakes Crossing LLC  
Hickory Hollow Development Inc.  
Hickory Ridge Pavilion LLC  
Highlands Ranch Community Association  
HIP Stephanie, LLC  
HK New Plan Covered Sun LLC  
HK New Plan EPR Property Holdings LLC.  
HK New Plan Exchange Property Owner II LP  
HKK Investments  
Hollingsworth Capital Partners - Intermodal, LLC  
Holyoke Crossing LP II  
Home Depot USA Inc.  
Hoprock Limonite LLC  
Howland Commons Partnership  
HRI/Lutherville Station LLC  
Hudson Realty Trust  
Huntington Mall Company  
HV Covington LLC  
HWR Kennesaw LLC  
I-10/Bunker Hill Associates, LP  
I-93 Somerville LLC  
Iannucci Development Corporation  
Immobilien Verwaltung GMBH  
Indian River Mall  
Inland American Chesapeake Crossroads LLC  
Inland American Oklahoma City Penn, LLC  
Inland American Retail Management  
Inland Commercial Property Management Inc.  
Inland Us Management LLC  
Inland Western Austin Southpark Meadows II LP  
Inland Western Cedar Hill Pleasant Run LP  
Inland Western College Station Gateway II, LP  
Inland Western Columbus Clifty LLC  
Inland Western Houma Magnolia LLC  
Inland Western Lake Worth Towne Crossing  
Inland Western Lewisville Lakepointe LP  
Inland Western McDowell LLC

Inland Western Oswego Gerry Centennial LLC  
 Inland Western Richmond Mayland LLC  
 Inland Western San Antonio Hq LP  
 Inland Western Southlake Corners LP  
 Inland Western Sugar Land Colony LP  
 Inland Western Temecula Commons LLC  
 Inland Western West Mifflin Century III District  
 Intergrated Real Estate Services LLC  
 International Speedway Square Ltd  
 Interstate Augusta Properties LLC  
 Investors Brokerage Inc.  
 Irish Hills Plaza West II LLC  
*Irvine Company LLC*  
 Irving Harlem Venture LP  
 J&F Enterprises  
 Jaffe of Weston II Inc.  
 Janaf Crossings, LLC  
 Jantzen Dynamic Corporation  
 Jefferson Mall Company II LLC  
 JKCG LLC  
 Johnson City Crossing (Delaware)LLC  
 Johnstown Zamas LP  
 Jubilee-Springdale LLC  
 Jurupa Bolingbrook LLC  
 JWC/Loftus LLC  
 K&G/Dearborn LLC.  
 Kamin Realty Co  
 Karns Real Estate Holdings II, LLC  
 Katy Mills Mall LP  
 KB Columbus I-CC  
 KC Benjamin Realty LLC  
 K E - Athens LLC  
 Kendall-77 Ltd.  
 Kentucky Oaks Mall  
 K-Gam Broadway Craycroft LLC  
 Kimco Acadiana 670 Inc.  
 Kimco Arbor Lakes S.C., LLC  
 Kimco Pk LC  
 Kimco Realty Corporation  
 KIR Amarillo LP  
 KIR Arboretum Crossing LP  
 KIR Augusta I 044 LLC  
 KIR Piers 716 LLC  
 Kite Coral Springs LLC  
 Knoxville Levcal LLC  
*KNP Investments*  
 Kobra Properties  
 Kolo Enterprises  
 Kramont Vestal Management LLC  
 KRG Market Street Village LP  
 Kroustalis Investment  
 Krupp Equity Limited Partnership  
 KSK Scottsdale Mall LP  
 L. Mason Capitani Propety & Asset Mgmt. Inc  
 La Cienega-Sawyer Ltd.  
 La Frontera Village LP  
 La Habra Imperial LLC  
 Landing at Arbor Place LP, The  
 Landings Management Association  
 Landman, Deborah, Eli Landman, Zoltan Schwartz &  
 Anna Schwartz  
 Laredo/MDN II LP  
 Larry J. Rietz, MP, LLC  
 Las Vegas Land and Development Company LLC  
 LB Commercial Mortgage Trust Series 1998 C1  
 LC White Plains Retail LLC  
 Lea Company  
 League City Towne Center Ltd  
 Leben, Robert L. & Mary C.  
 Lester Development Corporation  
 Lexington Corporate Properties Inc.  
 Lexington Lion Weston I LP  
 Lincoln Plaza Associates LP  
 Lincoln US Properties LP  
 Linden Business Center Association

Little Britain Holding, LLC  
 Loop West LLC  
 Louis Joliet Shoppingtown LP  
 Lucknow Associates  
 Lufkin Gkd Partner, LP  
 M & M Berman Enterprises  
 MIA Brookhaven LLC  
 Macerich Lakewood LLC  
 Macerich Vintage Fair LP  
*Macy's Central*  
 Madison Waldorf LLC  
 Magna Trust Company  
 Main Street At Exton LP  
 Mall at Gurnee Mills LLC  
 Mall at Valle Vista LLC  
 Mall of Georgia LLC  
 Mallview Plaza Company Ltd.  
 Manco Abbott OEA Inc.  
 Mansfield Seq 287 and Debbie Ltd.  
 Manteca Stadium Park LP  
 Marco Portland General Partnership  
 Market Heights Ltd  
 Marlton VF, LLC  
 Mass One LLC  
 Mayfair - MDCC Business Trust  
 MB Fabyan Randall Plaza Batavia LLC  
 MB Keene Monadnock LLC  
 McAlister Square Partners Ltd  
 MD-GSI Associate, LLC  
 MDS Realty II, LLC  
 Meacham Business Center LLC  
 Meadowbrook Village LP  
 Melbourne-JCP Associates Ltd.  
 Melville Walton Hone, Trustee Of Hone Family  
 Memorial Square 1031 LLC  
 Meridian Village LLC  
 Metro Center LLC  
 Meyerland Plaza (De) LLC  
 MHW Warner Robins LLC  
 Mibarev Development I LLC  
 Mid US LLC  
 Mid-America Asset Management  
 Milford Crossing Investors LLC  
 Millman 2000 Charitable Trust  
 Millstein Industries LLC  
 MK Kona Commons LLC  
 Mobile KPT LLC  
 Monrovia Marketplace LLC  
 Montclair Plaza LLC  
 Monte Vista Crossings, LLC  
 Montevideo Investments, LLC  
 Montgomery Towne Center Station, Inc  
 Morgan Hill Retail Venture LP  
 Morris Bethlehem Associates LP  
 Morrison Crossing Shopping Center  
 Mount Berry Square LLC  
 Mr Keene Mill 1 LLC  
 Msf Eastgate-I LLC  
 Myrtle Beach Farms Company Inc.  
 Nap Northpoint LLC  
 National Retail Properties, LP  
 Nazario Family Partnership  
 Necrossgates Commons Newco, LLC  
 Nevada Investment Holdings, Inc.  
 New Plan Excel Realty Trust  
 New Plan of Memphis Commons, LLC  
 New River Properties  
 NMC Stratford LLC  
 North Attleboro Marketplace II LLC  
 North Hill Centre, LLC  
 North Plainfield VF LLC  
 Northcliff Residual Parcel 4 LLC  
 Northern Trust Bank of California  
 Northwoods LP  
 Novogroder/Abilene LLC

NP Huntsville LLC  
 NP I&G Conyers Crossroads LLC  
 NP/SSP Baybrook LLC  
 NPP Development LLC  
 Oak Hollow Mall  
 Oates, Marvin L.  
 OLP 6609 Grand LLC  
 OLP CC Ferguson LLC  
 OLP CC Florence LLC  
 OLP CC Antioch LLC  
 OLP CC Fairview Heights LLC  
 OLP CC St.Louis LLC  
 One Liberty Properties  
 Orangefair Marketplace LLC  
 Orion Alliance Group LLC  
 Orland Town Center Shopping Center  
 OTR  
 PL Mesa Pavilions LLC  
 P/A Acadia Pelham Manor LLC  
 PA 73 South Association  
 Pace-Brentwood Partners LLC  
 Pacific Carmel Mountain Holdings LP  
 Pacific Castle Groves LLC  
 Pacific Harbor Equities LLC  
 Pacific/Youngman-Woodland Hills  
 Paige Exchange Corporation  
 Palm Springs Mile Associates Ltd.  
 Palmetto Investors LLC  
 Pan Am Equities Inc.  
 Panattoni Development Company LLC  
 Pappas Gateway LP  
 Paragon Affiliates  
 Parkdale Mall Associates LP  
 Parkdale Village LP  
 Parker Bullseye LLC  
 Parker Central Plaza, Ltd.  
 Parks at Arlington LP  
 Parkside Realty Associates, LP  
 Parkway Centre East LLC  
 Parkway Plaza LLC  
 Parkway Terrace Properties Inc.  
 Paskin, Marc  
 Peikar Muskegon LLC  
 Plantation Point Development LLC  
 Plaza at Jordan Landing LLC  
 Plaza Las Americas, Inc  
 Plaza Las Palma, LLC  
 Plazamill LLP  
 Plymouth Marketplace Condominium Assoc., Inc.  
 Point West Investors II  
 Polaris Circuit City LLC  
 Pond Road Associates  
 Port Arthur Holdings III Ltd.  
 Potomac Festival II  
 Potomac Run LLC  
 PR Beaver Valley LP  
 Prattcenter LLC  
 Preit Services LLC  
 PRGL Paxton LP  
 Prince George's Station Retail LLC  
 Principal Real Estate Holding Company LLC  
 Priscilla J. Rietz LLC  
 Promventure LP  
 Property Management Support Inc.  
 Provo Group, The  
 PRU Desert Crossing V LLC  
*Prudential Insurance Company Of America*  
 Puente Hills Mall LLC  
 Ramco West Oaks I LLC  
 Ramco-Gershenson Properties LP  
 Rancon Realty Fund IV Subsidiary LLC  
 Ray Mucci's Inc.  
 Raymond and Main Retail LLC  
 RB-3 Associates  
 RD Bloomfield Associates LP

Realty Income Corporation  
 Rebs Muskegon LLC  
 Red Mountain Retail Group  
 Red Rose Commons Condominium Association  
 Redtree Properties LP  
 Regency Centers LP  
 Regency Petaluma LLC  
 Reiff & Givertz Texas Prop LLC  
 Remount Road Associates LP  
 Richland Town Centre LLC  
 Ricmac Equities Corporation  
 Rio Associates LP  
 Robinson, Donald  
*RREEF America REIT II Corporation VVV*  
 RVIP Valley Central LP  
 Shelby Town Center I LLC  
 Shelbyville Road Plaza LLC  
 Sherwood Properties LLC  
 Shoppes At River Crossing, LLC  
 Shoppes Of Beavercreek LLC  
 Short Pump Town Center LLC  
 Sierra Lakes Marketplace LLC  
 Sierra North Associates LP  
*Sigmund Sommer Properties*  
 Signal Hill Gateway LLC  
 Signco Inc.  
 Silverdale K-Four  
 Silverstein, Raymond - Trustee  
 Simon Debartolo Group LP  
*Simon Property Group*  
*Simon Property Group Texas LP*  
 Simvest Real Estate II LLC  
 Sinay Family LLC And Trust  
 Sir Barton Place, LLC  
 Site A LLC  
 SJ Collins Enterprises LLC  
 Goodman Enterprises, LLC  
 SM Newco Hattiesburg LLC  
 Somerville Saginaw LP  
 Sonnet Investments LLC  
 South Padre Drive LP  
 South Shields #1 Ltd.  
 Southhaven Center II LLC  
 Southland Acquisitions LLC  
 Southland Center Investors LLC  
 Southland Investors LP  
 Southroads LLC  
 Southwestern Albuquerque LP  
 Southwind Ltd.  
 Sparks Galleria Investors LLC  
 SPG Arbor Walk LP  
 SPG Independence Center LLC  
 SPG Tennessee LP  
 Spitzer Family Investments LLC  
 Spring Hill Development Partners GP  
 St. Indian Ridge LLC  
 St. Louis Mills LP  
 St. Cloud Associates  
 St. Tammany Oaks Subdivision Association LLC  
 Stapleton North Town LLC  
 Star Universal LLC  
 Station Landing, LLC  
 Stop & Shop Supermarket Company LLC  
 Stor-All New Orleans LLC  
 Suemar Realty Inc.  
 Sullivan Crosby Trust  
 Sunrise Plantation Properties LLC  
 Swanblossom Investments LP  
 Swedesford Shopping Center Acquisition LLC  
 Sweetwater Associates LP  
 SWQ 35/Forum Ltd.  
 T And T Enterprises LP  
 Taft Corners Associates Inc.  
 Tam Stockton LLC  
 Tamarack Village Shopping Center LP

Tanglewood Park LLC  
 Tanurb Burnsville LP  
*Target Corporation*  
 Taubman Auburn Hills Associates LP  
 Taunton Depot LLC  
 Taylor Retail Center  
*Teachers Insurance & Annuity Assoc. Of Amer.*  
 Team Retail Westbank Ltd  
 Ten Pryor Street Building Ltd.  
 Teplis, Nathan; Dr. Paul Teplis; Mrs. Belle Teplis; & Frank  
 Terra Enterprises  
 Terranomics Crossroads Associates  
 The Cafaro Northwest Partnership  
 The City Of Portfolio TIC LLC  
 The Marketplace Of Rochester Hills Parcel B LLC  
 The Macerich Company  
 The Shoppes At Schererville LLC  
 The Shops At Kildeer  
 The Village At Rivergate LP  
 THF Chesterfield Two Development LLC  
 THF Clarksburg Development One  
 THF Harrisonburg Crossings LLC  
 THF Onc Development LLC  
 THF St. Clairsville Parcel C.C. Development LLC  
 Thoroughbred Village GP  
 TIS Equities IX LLC  
 TKG Coffee Tree LP  
 TMW Weltfonds Rolling Acres Plaza  
 Torrance Towne Center Associates LLC  
 Torrington Triplets LLC  
 Tourbillon Corporation  
 Tower Center Associates  
 Town Square Plaza  
 Towson VF LLC  
 Traverse Square Company Ltd.  
 TRC Associates LLC  
 Triangle Equities Junction LLC  
 Trout, Jerome B. Jr.  
 Trout, Segall  
 Trumbull Shopping Center #2 LLC  
 Trustees Of Salem Rockingham LLC  
*TSA Stores, Inc.*  
 TUP 430 Company LLC  
 Turnberry Lakes Business Center  
 Turtle Creek Partners LLC  
 Tutwiler Properties Ltd.  
 Twin Ponds Development LLC  
 Tysons 3 LLC  
 Tysons Corner Holdings LLC  
 U.K. - American Properties Inc.  
 U.S. 41 & I-285 Company  
 Uncommon Ltd.  
 Urbancal Oakland II LLC  
 UTC I LLC  
 Valencia Marketplace I LLC  
 Valley Corners Shopping Center LLC  
 Valley View S.C. LLC  
 Van Ness Post Center LLC  
 Ventura In Manhattan Inc.  
 Vestar Arizona XXXI LLC  
 Vestar QCM LLC  
 Village Square I L.P.  
 Village Walk Retail LP  
 Viwy IP  
 VNO Mundy Street LLC  
 VNO Tru Dale Mabry LLC  
 Vornado Caguas LP  
 Vornado Finance LLC  
 Vornado Gun Hill Road LLC  
 Vornado Realty Trust  
 W&D - Imperial No. 1/Norwalk  
 W&S Associates LP  
 W/S Stratford LLC  
 Waco Investment Group

*Wal-Mart Stores East LP*  
 Walton Hanover Investors V LLC  
 Walton Whitney Investors V LLC  
 Washington Green TIC  
 Washington Place Associates LP  
 Washington Real Estate Investment Trust  
 Water Tower Square LP  
 Watercress Associates LP  
 Watkins Houston Investments LP  
 Wayside Commons Investors LLC  
 WCC Properties LLC  
 WEA Gateway LLC  
 Weberstown Mall LLC  
 WEC 96D Appleton-1 Investment Trust  
 WEC 96D Niles Investment  
 WEC 96D Springfield-1 Investment Trust  
 WEC 97G-Syracuse Investment Trust  
 WEC 99-3 LLC  
 WEC 99A-2 LLC  
 WEC 99A-1 LLC  
 Weingarten Miller Sheridan LLC  
 Weingarten Nostat Inc.  
 Weingarten Realty Investors  
 Welsh Companies Inc.  
 Wendover South Associates LP  
 West Campus Square LP  
 West Oaks Mall LP  
 Westfork Owners Association  
 Westgate Village LLC  
 Westlake Limited Partnership  
 Wheaton Plaza Regional Shopping Center  
 Whitestone Development Partners A LP  
 Whitestone REIT  
*Wilmington Trust Company*  
 Windsail Properties LLC  
 WMI/MPI Business Trust  
 Woodland Trustees Inc.  
 Woodlands Corporation, The  
 Woodmont Sherman LP  
 Worldwide Property Management Inc.  
 WRI Overton Plaza LP  
 WRI Camp Creek Marketplace Ii, LLC  
 WRI Lakeside Marketplace LLC  
 WRI Seminole Marketplace LLC  
 WXIII/PWN Real Estate LP

**Sublessees**

*\$1.00 Stuff Inc.*  
 Academy Alliance LLC  
 Adams Outdoor Advertising  
 Advance Auto Parts  
*American Outdoor Advertising*  
 Arc International Corporation  
*Autozone Northeast Inc.*  
 Baby Superstore, Inc.  
 Blockbuster Inc.  
 Books A Million  
 Borders Inc.  
*Carmax Business Services LLC*  
 Casto  
 CEC Entertainment, Inc.  
 Chapman & Main  
*Charlie Brown's Steakhouse*  
 Children's Discovery Centers of America  
 Circuit Sports LP  
 Consolidated Stores Corporation  
 Dan's Big & Tall Shop Inc.  
 Designs CMAL Retail Store Inc.  
*DHL Global Business Services*  
 Dick's Sporting Goods Inc.  
 Dollar General Corporation  
*Dollar Tree Stores Inc.*  
 Don Sherwood Golf Inc.  
 Edwin Watts Golf Shop  
 Empire Education Group

Entertainmart-Preston Rd LLC  
 Eyecare Discount Optical Inc.  
 Eynon Furniture Outlet Inc.  
 Fabri-Centers of America Inc.  
 Food Lion LLC  
 Forecast Danbury LP  
*GE Transportation Systems*  
 Golf Galaxy  
 Golfsmith International LP  
 Great Golf Inc.  
 Guitar Center Stores Inc.  
 Homans Associates Inc.  
 Hughes MRO Ltd.  
 Huntington National Bank  
 Inkeeper Properties Inc.  
*International House Of Pancakes*  
 JR Furniture USA Inc.  
 Joelle Inc.  
*JP Morgan Chase Bank*  
 K&G Men's Company Inc.  
 Katz  
 Lakeshore Equipment Company  
 La-Z-Boy Showcase Shoppes  
 Lifeway Christian Resources  
*Maggiano's/Corner Bakery Holding Corporation*  
 Mall of Decoration Inc.  
 Martin, Paul T.  
 Mayland Cam  
 Modernage Inc.  
 Mor Furniture For Less  
 MRV Wanamaker LLC  
 New Avenues Lease Ownership LLC  
*New Colorado Daily, Inc.*  
 North South Partner, LLC  
 O'Charleys, Inc.  
 OK Apple Inc.  
 Oklahoma Gold Realty LLC  
 Oklahoma Goodwill Industries, Inc.  
 Orthodontic Centers of Virginia Inc.  
 Peak Place Holdings, LLC  
 Pork Place  
 Pot Luck Enterprises Inc.  
 Price Chopper Operating Company  
 Prosound Music Centers Inc.  
 Quantum Fine Casework Inc.  
 Quarterdeck Corporate Office  
 Raymund Garza  
 Remington Seeds LLC  
 Restoration Ministries  
 Ruby Tuesday's  
 Salem Farm Realty Trust  
 Salom Sons Inc.  
 Sam Ash Megastores, LLC  
 Schiavone, Daniel  
 Sky Bank  
*Solo Cup Company*  
*Staples, The Office Superstore Inc.*  
 The Auto Toy Store Inc.  
 The Floor Store Inc.  
 The Julia Christy Salon Inc.  
 The Pep Boys  
*The Sports Authority*  
 The TJX Operating Companies  
*Tire Kingdom, Inc.*  
 Topline Appliance Depot Inc.  
*Toys R US Inc.*  
 Trader Joe's Company  
 Truong, Se and Ly  
 Tru Properties Inc.  
 TVI Inc.  
*Viacom Outdoor*  
 Visionary Retail Management  
 Waterbed Emporium of California  
 West Marine Products Inc.  
 Winchester Fun Expedition Corporation

Wired Management LLC  
 Workforce Central Florida

**Personal Property Lessors**

*Avaya Financial Services*  
*GE Fleet Services*  
*IBM*  
*Hewlett Packard*  
 Service Power  
*Toshiba*

**Banks Utilized in the Company's Cash Management System**

*American Savings*  
*AmSouth Bancorporation*  
*Banco Popular*  
*Bank of America*  
*CRP Securities, LLC*  
*Chase Bank*  
*CRP Securities*  
*Fifth Third Bank*  
*Fifth Third Securities*  
*JP Morgan Securities Inc*  
*Lehman Brothers*  
*Merrill Lynch Global Institutional Advisory Division*  
*RBC Dain Rauscher*  
*SunTrust*  
*UBS Financial Services, Inc.*  
*Wachovia Bank & Securities*  
*Wells Fargo*

**Liquidators**

*Gordon Brothers Retail Partners LLC*  
 Great American Group  
*Hilco Merchant Resources LLC*  
 Hudson Capital Partners LLC  
 SB Capital Group LLC  
 Tiger Capital Group LLC

**Litigation Counterparties**

Alicea, Ada  
 Audiobahn  
 Banker, Michael  
 Booker, Jamal  
 Dealtree  
 DiPirro, Michael  
 Donnelly, Kenneth  
 Federal Communications Commission  
 Foss, Andrew  
 Harris, William  
 Holloman, Latia  
 Ibrahim, Betty  
 Internal Revenue Service  
 Iowa AG  
*JP Morgan Chase*  
 Keystone Automotive Industries  
 Kobra Properties  
 Mad Rhino  
 Maria Moncayo (class action)  
 Massachusetts Department of Revenue  
*Mastercard*  
 Micro Electronics  
 Millennium Retail Partners  
 Monster Cable  
 Moxley, Donald  
 Murphy, Christopher  
 RealSource  
 Roberty Gentry (class action)  
 Securities and Exchange Commission  
 Snow, Christopher  
 State of Iowa  
 Temple, Floyd Edward Jr.  
 Tennessee Department of Revenue  
 Unical  
*Visa*



Voegtler, Clayton P.  
Weidler, Daniel

**Restructuring and Other Professionals**

Bingham McCutchen LLP  
*Ernst & Young*  
*FTI Consulting Inc.*  
*Goldman, Sachs and Company*  
*Kirkland & Ellis LLP*  
*Kurtzman Carson Consultants LLC*  
LeClairRyan  
McGuireWoods, LLP  
Ogilvy Renault LLP  
Osler, Hoskin & Hardcourt LLP  
*Rothschild, Inc.*  
Schulte Roth & Zabel LLP  
Wilmer, Cutler, Pickering Hale, & Dorr LLP

**U.S. Trustee's Office - Region 4**

Bove, Frank J.  
Conlon, Debera F.  
Davis, Martha  
Early, Dennis J.  
Frankel, Jack I.  
Franklin, Shannon D.  
McDow, W. Clarkson.  
Van Arsdale, Robert  
Weschler, Cecelia A.  
Whitehurst, Kenneth N. III

**District Court Judges (Eastern District of Virginia)**

Anderson, John F.  
Brinkeman, Leonie M.  
Buchanan, Theresa C.  
Cacheris, James C.  
Davis, Ivan D.  
Ellis, T.S. III  
Hilton, Claude M.  
Jones, T. Rawles Jr.  
Lee, Gerald Bruce  
O'Grady, Liam

**Bankruptcy Court Judges (Eastern District of Virginia)**

Adams, David H.  
Huennekens, Kevin R.  
Mayer, Robert  
Mitchell, Stephen S.  
St. John, Stephen C.  
Shelley, Blackwell N.  
Tice, Douglas O. Jr.

**EXHIBIT 2**

**(Retention Agreement)**



Streambank, LLC  
400 Hillside Avenue, Suite 19  
Needham Heights, MA 02492

info@streambankllc.com 617.458.9355  
www.streambankllc.com 781.651.4272

## RETENTION AGREEMENT

March 23, 2009

James A. Marcum  
Vice Chairman, Acting President and CEO  
Circuit City Stores, Inc.  
DR3 6th Floor  
9954 Mayland Drive Richmond, VA 23233

804-486-5155  
jim\_marcum@circuitcity.com

Re: Circuit City Retention Agreement - Intangible Asset Liquidation

Dear Mr. Marcum,

This letter agreement (the "Retention Agreement") sets forth the parties' agreement regarding the proposed engagement of Streambank, LLC ("Streambank") by Circuit City Stores, Inc. ("COMPANY") to perform certain intangible asset liquidation services after Bankruptcy Court Approval.

1. *Incorporation of Terms & Conditions by Reference.* The Terms & Conditions attached to this Retention Agreement, and all appendices, exhibits and schedules attached thereto, are hereby incorporated by reference into this Retention Agreement. Capitalized terms used in this Retention Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in Appendix I to the Terms & Conditions. In the event of any inconsistency between this Retention Agreement and the Terms & Conditions or any appendix, exhibit or attachment thereto, the terms of this Retention Agreement shall control.
2. *Bankruptcy Case.* The parties acknowledge that the Company, as debtor, filed a voluntary petition for relief under Chapter 11 of the Code in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") on November 10, 2008, *In re Circuit City Stores, Inc.* (Chapter 11 Case No. 08-35653 (KRH)) along with several related debtors affiliated with the Company.
3. *COMPANY's Engagement of Streambank.* Subject to Bankruptcy Court Approval, COMPANY hereby retains Streambank as COMPANY's exclusive provider of the advertising, marketing and disposition Services set forth in Appendix II to the Terms & Conditions.
4. *Timing for Performance of Initial Services.* Notwithstanding anything herein contained to the contrary, as time is of the essence and the Assets are likely to suffer diminution of value with prolonged absence from the marketplace, Streambank has, at the Company's request, commenced, prior to Bankruptcy Court Approval, the following portion of the Services: (1) preparations for, and drafting of, the Marketability Evaluation and (2) initial marketing activities (such Services, the "Initial Services").
5. *Evaluation Fee.* Waived.
6. *Management Fee.* \$50,000. The entire Management Fee shall be reimbursed out of the first \$50,000 of sale proceeds from sale of the Group 2 Assets. Accordingly Commissions on Group 2 Assets will only be earned with respect to sale proceeds greater than \$50,000.



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## 7. Commissions.

- (a) *Sale Transaction Commission.* COMPANY shall remit to Streambank a commission on the Gross Consideration paid in connection with any Sale Transaction, which commission is payable immediately upon COMPANY's receipt of any Gross Consideration from any IP Transferee.
- (b) *Tiered Transaction Commission.* COMPANY shall remit to Streambank a commission on applicable Gross Consideration amounts paid in connection with any Sale Transaction according to the following tables:

Group 1 Assets (Circuit City trademark portfolio and URLs scheduled as Appendix A)	
IF A BIDDER OTHER THAN THOSE TEN (10) IDENTIFIED IN Appendix C PARTICIPATES IN AN AUCTION FOR THE GROUP 1 ASSETS, EITHER BY BIDDING DIRECTLY FOR THE ASSETS OR BY PARTICIPATING IN ANOTHER PARTY'S BID	
Gross Consideration Amount	Commission Rate
\$0 to the value of the current stalking horse bid as of March 27, 2009 (the "Stalking Horse Bid")**	Zero percent (0%)
Amounts between the Stalking Horse Bid and \$ [REDACTED]	five percent (5%)
Amounts above \$ [REDACTED]	One and one-quarter percent (1.25%)
Group 1 Assets (Circuit City trademark portfolio and URLs scheduled as Appendix A)	
IF NO BIDDER OTHER THAN THOSE TEN (10) IDENTIFIED IN Appendix C PARTICIPATES IN AN AUCTION FOR THE GROUP 1 ASSETS	
Gross Consideration Amount	Commission Rate
\$0 to the Stalking Horse Bid **	Zero percent (0%)
Amounts between the Stalking Horse Bid and \$ [REDACTED]	Two and one half percent (2.5%)
Amounts above \$ [REDACTED]	One and one-quarter percent (1.25%)



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GROUP 2 ASSETS	
Gross Consideration Amount	Commission Rate
Amounts between \$0 and \$50,000	Zero % (recoup management fee)
Amounts between \$50,000 up to \$1 million	Ten percent (10%)
Amounts between \$1 million and \$3 million	Fifteen percent (15%)
Amounts above \$3 million	Twenty percent (20%)

\*\* (the parties currently value the Stalking Horse Bid at \$[REDACTED] however once a competing bid is accepted, whether or not it is more than \$[REDACTED] it will be deemed to have exceeded the Stalking Horse Bid, thereby qualifying Streambank for the applicable Commission in the next tier. Streambank and the Debtor will, in good faith, determine the new base valuation and the difference between the winning bid and that base valuation. Once such amount is determined, the Debtor will support Streambank's application for compensation based on that agreed upon valuation. Additionally, the current Stalking Horse Bid value is based on the bid that has been negotiated by the Company. If the Company does not go forward with the current bidder, or if the current bid gets adjusted downward, the parties acknowledge that the base valuation and related tier thresholds will be adjusted accordingly.

(c) *Discretionary Success Fee.* At the conclusion of the sales of the Group 1 and Group 2 Assets, if the Company determines that the results exceeded expectations as a result of Streambank's efforts, the Company may, after consultation with the Creditors' Committee, agree to award Streambank an additional success fee in an amount to be determined. Any such fee shall be subject to Bankruptcy Court approval.

8. *Expenses.* In addition to the Commissions, COMPANY shall be responsible for the payment of Expenses in accordance with the Terms & Conditions.

*Reports.* Streambank will provide all written deliverables to COMPANY required pursuant to this Retention Agreement, including the Marketing Evaluation and the reports referenced in Section 13 of Appendix II, to James A. Marcum, or, if Mr. Marcum is unavailable, then to Daniel Ramsey.

9. Omitted.

10. *Further Assurances.* The parties to this Retention Agreement agree to execute such additional documents as may be reasonably requested and consistent with the terms hereof and such other



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documents to reflect the intent of this Retention Agreement.

This Retention Agreement may be executed in counterparts and all counterparts shall constitute one and the same agreement. It is intended that this Retention Agreement take effect as an instrument under seal.

*[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]*



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If this Retention Agreement meets with COMPANY's approval, please sign below indicating COMPANY's acceptance, by and on behalf of COMPANY and its affiliates, of this Retention Agreement as well as the Terms & Conditions attached hereto and incorporated by reference herein.

Kindly return a copy of the signed Retention Agreement via facsimile and the original via overnight delivery.

Sincerely,

Streambank, LLC

A handwritten signature in cursive script, appearing to read 'Gabriel Fried'.

BY: Gabriel Fried  
ITS: Manager  
*Hereunto Duly Authorized*

Accepted and Agreed to this \_\_\_\_ day of April, 2009, by:

CIRCUIT CITY STORES, INC., on behalf of itself  
and its debtor and debtor in possession subsidiaries

James A. Marcum  
Vice Chairman, Acting President and CEO



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If this Retention Agreement meets with COMPANY's approval, please sign below indicating COMPANY's acceptance, by and on behalf of COMPANY and its affiliates, of this Retention Agreement as well as the Terms & Conditions attached hereto and incorporated by reference herein.

Kindly return a copy of the signed Retention Agreement via facsimile and the original via overnight delivery.

Sincerely,

Streambank, LLC

BY: Gabriel Fried  
ITS: Manager  
*Hereunto Duly Authorized*

Accepted and Agreed to this 15 day of April, 2009, by:

CIRCUIT CITY STORES, INC., on behalf of itself  
and its debtor and debtor in possession subsidiaries

  
James A. Marcum

Vice Chairman, Acting President and CEO



**PROFESSIONAL RETENTION AGREEMENT**  
**TERMS & CONDITIONS**

These Professional Retention Agreement Terms and Conditions (the “**Terms & Conditions**”) apply to the professional retention agreement (“**Retention Agreement**”) between Streambank, LLC, a Massachusetts limited liability company (“**Streambank**”) and Circuit City Stores, Inc. together with any and all affiliated debtors filing voluntary petitions for relief under the Code in the U.S. Bankruptcy Court or non-filing companies, (“**COMPANY**”), and are hereby incorporated by reference in the Retention Agreement. Unless otherwise defined in the Retention Agreement, capitalized terms used but not defined in the body of these Terms & Conditions shall have the meanings ascribed to such terms in **Appendix I** to these Terms & Conditions. In the event of conflict between these Terms and Conditions and the Retention Agreement, the Retention Agreement shall control.

**1. Exclusivity.**

A. ***Services.*** Streambank shall be the exclusive provider of the Services throughout the Exclusive Period with respect to Group 2 Assets listed on Appendix B to the Retention Agreement. Streambank shall have the right to perform Services throughout the Exclusive Period on a non-exclusive basis with respect to the Group 1 Assets listed on Appendix A to the Retention Agreement, as more particularly described in the Retention Agreement.

B. ***No COMPANY Solicitations.*** During the Exclusive Period, COMPANY agrees, for itself, it will not, and further agrees to advise its principals, managers, partners, employees, representatives, agents, and/or attorneys not to, directly or indirectly, without Streambank’s prior written consent: (i) solicit any Persons that are or which may be interested in acquiring the Group 2 Assets with respect to, or otherwise solicit, any prospective Transfer or Transaction or (ii) Transfer Assets or engage in any Transaction with respect to the Group 2 Assets.

C. ***Referral to Streambank.*** If COMPANY is contacted by a potential recipient or buyer with respect to any prospective Transfer or Transaction relating to the Group 2 Assets, it shall direct such recipient or buyer to Streambank. Streambank reserves the right to present any Prospective Transferee to parties other than COMPANY.

D. ***Tolling of Exclusive Period.*** Such Exclusive Period shall be tolled for the duration of any length of time during which (i) COMPANY has materially breached the Retention Agreement and/or any of these Terms & Conditions, including with respect to any late payments hereunder, until such breach has been duly cured, or (ii) the Bankruptcy Court has suspended either party’s performance hereunder.

**2. Performance and Timing.**

A. ***Schedule and Goals.*** Streambank shall maintain its own schedule and shall determine in its sole discretion the manner of performance and the amount of time to devote to the Services.

B. ***Streambank and COMPANY Responsibilities.*** Streambank shall supply, at its sole expense, all facilities, employees, permits, licenses, approvals, equipment, tools, materials and/or supplies to perform the Services. Notwithstanding the foregoing, COMPANY shall provide to

Streambank those materials set forth in Section 4.

C. **Timing for Performance of Marketability Evaluation.** Streambank shall deliver its Marketability Evaluation conclusions to COMPANY forty-five (45) days after the Bankruptcy Approval Date.

D. **Right to Use Trademarks.** In furtherance of Streambank's performance of Services hereunder, COMPANY hereby grants Streambank a personal, non-exclusive, non-assignable, worldwide, royalty-free license to use until such time as the applicable Assets may be sold, transferred, or licensed to a third party on an exclusive basis, the trademarks, trade names, service marks or any other commercial symbols or logos included in the Assets (the "Trademarks"). Other than as set forth in this Section 2.D, except with COMPANY's prior written approval, Streambank does not have the authority to, and shall not, use or adopt as its own any of the Trademarks. The Trademarks shall be owned at all times by COMPANY and Streambank shall acquire no interest therein.

**3. Fees; Expenses; Budget.**

A. **Fees and Commissions Non-Refundable; Expenses; Budget.** The Evaluation Fee, Management Fee, and Commissions are each separate and non-refundable fees that exclude and are in addition to any and all Expenses. Subject to COMPANY's prior written approval of Expenses to-be-incurred, all Expenses shall be reimbursed by COMPANY within thirty (30) days after Streambank's presentation of an invoice therefor. Streambank shall develop a proposed budget for Expenses anticipated to be incurred and may augment such budget from time to time to facilitate COMPANY's written approval of Expenses in advance.

B. **Initial Services Fees and Administrative Expense.** In the event that Bankruptcy Court Approval is not obtained within thirty (30) days of the date the Retention Agreement is executed by the COMPANY, COMPANY acknowledges and agrees that (1) Streambank may file a motion to obtain payment for (i) Initial Services provided at a rate of Four Hundred Dollars (\$400) per hour and (ii) Expenses incurred for the 30-day period from the date of the Retention Agreement (such aggregate payment amount, the "**Administrative Expense**") as an allowed Chapter 11 administrative expense and (2) COMPANY shall file a statement in support of such motion that is reasonably acceptable to Streambank. In the event that Bankruptcy Court Approval is timely obtained, fees associated with the Initial Services shall be deemed paid in full upon payment of the Management Fee.

C. **Termination's Effect Upon Fees and Commissions.** Notwithstanding the Retention Agreement's termination or expiration of the Exclusive Period, Streambank shall be entitled to the payment of the Management Fee, Evaluation Fee and Expenses accruing through the date of termination or expiration of the Exclusive Period, as applicable. If Streambank has undertaken material efforts in connection with the development and/or implementation of any Transaction during the Exclusive Period but such Transaction is not consummated before either (i) Streambank's termination hereunder or (ii) the expiration of the Exclusive Period, then: (1) Streambank shall be entitled to Commissions if such Transaction is consummated before the conclusion of the one (1) year period after, as applicable, (i) such termination (if such termination is for any reason other than Streambank's uncured breach of the Retention Agreement) or (ii) the expiration of the Exclusive Period and (2) If the Retention Agreement is terminated as a result of Streambank's uncured breach, then Streambank shall not be entitled to any Commissions for Transactions consummated more than sixty (60) days after such termination. COMPANY agrees that it shall take no action to delay closing of an IP Agreement beyond

the respective periods set forth above primarily for the purpose of avoiding payment of a Commission, nor shall it avoid taking any action primarily for the purpose of delaying closing beyond the respective periods set forth above to avoid payment of a Commission.

**4. COMPANY's Representations, Warranties and Obligations.**

A. ***Providing Materials.*** COMPANY will, upon request, promptly provide all information and documentation reasonably requested by Streambank in connection with performing Services. COMPANY acknowledges that Streambank: (a) is using and relying primarily on information and documentation available from generally-recognized, public sources in performing the Services without having independently verified the accuracy or completeness of such information and documentation, nor having obtained any warranties with respect to such information and documentation; (b) assumes no responsibility for the accuracy or completeness of such information and documentation; and (c) is entitled to rely upon the such information and documentation for all purposes without independent verification thereof.

B. ***Protection of IP Rights.***

(i) To COMPANY's knowledge, COMPANY is the sole owner of the Assets as of the Bankruptcy Approval Date, except for non-exclusive licenses granted by COMPANY to its customers in the ordinary course of business;

(ii) COMPANY's performance of the Retention Agreement does not conflict with or result in a breach of any agreement to which COMPANY is party or by which COMPANY is bound;

(iii) During the Exclusive Period, COMPANY will not transfer or otherwise encumber any interest in the Group 2 Assets, except for non-exclusive licenses granted by COMPANY in the ordinary course of business or as expressly set forth in the Retention Agreement or these Terms & Conditions;

(iv) To COMPANY'S knowledge, except for the Bankruptcy Court no authorization, approval or other action by, and no notice to or filing with, any other governmental authority or regulatory body is required for the COMPANY's execution, delivery or performance of the Retention Agreement;

(v) To COMPANY'S knowledge, all information heretofore, herein or hereafter supplied to Streambank by or on behalf of COMPANY with respect to the Assets is accurate and complete in all material respects; and

(vi) COMPANY shall not enter into any agreement that would materially impair or conflict with COMPANY's obligations hereunder without Streambank's prior written consent, which consent shall not be unreasonably withheld;

(vii) COMPANY agrees to promptly notify Streambank of any loss of, or material adverse effect upon, all or any portion of the Assets, COMPANY's ability to dispose of such Assets, and the existence of potentially interfering rights owned by others.

C. ***Records.*** COMPANY shall keep accurate records sufficient to permit determination of the Commission payments due hereunder and shall make such records available for

examination by a third-party auditor designated by Streambank and reasonably acceptable to COMPANY, following reasonable advance notice and under conditions of confidentiality during regular business hours not to exceed one such audit per three-month period during the Exclusive Period. Audits may be performed covering no more than the four most recently reported consecutive quarters preceding the audit and may be performed no more than once in any calendar year. Streambank's failure to inspect shall not constitute a waiver of Streambank's right to object to the accuracy of any Commission payments made. Before beginning any audit, Streambank agrees that the third-party auditors shall be required to sign a confidentiality agreement provided by COMPANY that restricts the auditors from disclosing to any third party any and all records and other information provided by COMPANY. Each party shall be responsible for its own costs and expenses that it incurs in the course of the audit and Streambank shall be responsible for the costs and expenses charged by the third-party auditors.

D. ***Grant and Enforcement of Intellectual Property Rights.*** Notwithstanding anything to the contrary in the Retention Agreement and/or these Terms & Conditions, enforcement of the intellectual property rights associated with the Assets against infringers, and the granting to third parties of licenses or releases under the Assets, shall be within the sole discretion and control of COMPANY or any applicable IP Transferee.

5. **Warranties and Acknowledgements.**

A. ***No Warranties Regarding Assets.*** Streambank shall not make any warranties whatsoever with respect to the Assets. Any warranties to be made by COMPANY shall be in writing and reflected in COMPANY's acceptance, invoice or other contract forms entered into with respect to such sales of Assets. Except for the limited warranty set forth in Section 5(C), no representation or warranty is expressed or implied for any Services, including valuations, projections, estimates and/or information supplied by Streambank.

B. ***No Warranties Regarding Transfers or Transactions.*** By signing the Retention Agreement COMPANY expressly acknowledges that Streambank does not guarantee, warrant or otherwise provide assurance that any Transfer or Transaction will be consummated. Actual results for Asset Transfers may vary materially and adversely from the valuations, estimations, and projections supplied by Streambank. The parties recognize that market conditions, the motives of prospective buyers or licensees of the Assets, the time necessary to market the Assets, the current conditions for the sale of intangible assets, and other matters all will have a material effect on actual results. Accordingly, Streambank cannot predict the actual results that will ultimately be achieved in connection with Services performed hereunder.

C. ***Limited Warranty Regarding Services.*** Streambank warrants that all Services to be provided hereunder will be provided in a professional manner and that Streambank is skilled in providing such services. The foregoing warranty is exclusive and is offered in lieu of all other warranties. STREAMBANK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, THE MARKETABILITY EVALUATION, AND THE ASSETS, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Limitation on Liabilities and Indemnification.** The following allocations of liability and provisions with respect to indemnification represent the agreed and bargained-for understanding of the parties. Streambank's compensation for the Services, including Commissions,

reflects such allocations. The provisions set forth in this Section 6 shall survive the completion of the engagement and any termination of the Retention Agreement and shall apply regardless of whether a claim or action sounds in contract, tort, negligence, strict liability, contribution, equity, indemnity or any other theory.

A. ***Limitation on Liabilities.*** Streambank's liability is limited solely to damage sustained by COMPANY as a result of (a) gross negligence or willful misconduct of Streambank personnel in the performance of the Services or (b) any material breach by Streambank of its obligations or representations/warranties hereunder. COMPANY's liability is limited solely to actual damages sustained by Streambank as a result of any material breach by COMPANY of its obligations or representations/warranties hereunder. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE LOSSES, DAMAGES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF COVER, LOSS OF USE, BUSINESS INTERRUPTION, OPPORTUNITY COSTS, ETC.) EVEN IF A PARTY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. EACH PARTY'S TOTAL, CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THE RETENTION AGREEMENT AND THESE TERMS & CONDITIONS SHALL NOT EXCEED THE TOTAL OF TWO TIMES ALL AMOUNTS PAID TO STREAMBANK BY COMPANY PURSUANT TO THE RETENTION AGREEMENT, INCLUDING ANY PAYMENTS OF COMMISSIONS ONCE ACTUALLY PAID TO STREAMBANK.

B. ***Indemnification.*** The foregoing Subsection 6(A) is not applicable to claims by third parties; therefore:

(i) COMPANY shall defend, indemnify and hold harmless Streambank, its affiliates and their respective directors, officers, employees and representatives from and against any and all losses, costs, expenses (including, but not limited to, reasonable attorneys' fees and disbursements), claims, liabilities and proceedings in connection with or related to or arising out of: (a) COMPANY's negligence or willful misconduct in connection with any Asset Transfer; or (b) any breach by COMPANY of its obligations or representations/warranties hereunder, except in each case when such have been finally determined to have resulted from Streambank's gross negligence or willful misconduct.

(ii) Streambank shall defend, indemnify and hold harmless COMPANY, its affiliates and their respective directors, officers, employees and representatives from and against any and all losses, costs, expenses (including, but not limited to, reasonable attorneys' fees and disbursements), claims, liabilities and proceedings in connection with or related to or arising out of: (a) Streambank's negligence or willful misconduct in connection with any Asset Transfer; or (b) any breach by Streambank of its obligations or representations/warranties hereunder, except in each case when such have been finally determined to have resulted from COMPANY's gross negligence or willful misconduct.

7. **Termination.** Prior to the end of the Exclusive Period, the Retention Agreement may be terminated: (a) without cause upon at least thirty (30) days written notice by COMPANY; (b) by either party upon a breach of the Retention Agreement and/or these Terms & Conditions if (i) the non-breaching party provides at least ten (10) days written notice to the breaching party (setting forth in reasonable detail the specifics of the breach in such notice) and (ii) the breaching party shall have failed to cure such breach within such 10-day period; (c) pursuant to Section 9, below, and (d) by the mutual written consent of COMPANY and Streambank. Notwithstanding the termination or expiration of the Retention Agreement, Streambank shall be entitled to the payment of the compensation and reimbursable expenses as described in the Retention Agreement and/or the Terms & Conditions that have accrued through the date of termination (and for Seller's Fees in connection with matters occurring after termination as provided below). Notwithstanding anything to the contrary herein, If the Retention Agreement is terminated by COMPANY pursuant to Subsection 7(b), Streambank shall not be entitled to any additional compensation in excess of that deemed earned as of the effective date of termination.

8. **Relationship of Parties.**

A. ***Independent Contractor.*** Streambank is, and at all times shall be, an independent contractor of COMPANY and not a partner, agent, joint venturer, dealership, or employee of COMPANY. Streambank shall represent itself to all other persons only as an independent contractor, and not as a partner, agent, joint venturer, dealership, or employee of COMPANY. Except as expressly set forth in the Retention Agreement or in these Terms & Conditions, neither Streambank nor COMPANY shall have, nor shall represent itself as having, any authority to contract in the name of the other party or bind the other in any manner whatsoever.

B. ***Taxes.*** Remuneration to Streambank (including, without limitation, Commissions) shall not be subject to withholding or other employment taxes as required for compensation paid to employees. Streambank is solely responsible for the filing and payment when due of all required United States federal, state and local income, self-employment, unemployment and other tax, labor, information and all other returns on account of its remuneration hereunder. The provisions of the preceding sentence shall survive termination of the Retention Agreement.

C. ***Not an Attorney.*** Although Streambank retains and employs attorneys, neither Streambank nor its attorneys are rendering legal services to COMPANY pursuant to the Retention Agreement. When a party is concerned about a legal matter or issue, or the legal effect of any document, including, without limitation, the Retention Agreement, these Terms & Conditions and/or any IP Agreement, it will consult with its own attorneys for advice or opinions. Each party agrees to be liable for, and to pay, its own legal expenses, except as expressly provided in the Retention Agreement and/or these Terms & Conditions.

9. **Bankruptcy Matters.** COMPANY shall make all reasonably necessary motions to retain, and continue to retain, Streambank in accordance with the customs and practices of COMPANY's other retained consultants. COMPANY shall use its commercially reasonable best efforts to engage Streambank, and obtain Bankruptcy Court Approval with respect to such engagement, *nunc pro tunc* to the date of the Retention Agreement, no later than thirty (30) days after the date the COMPANY executes the Retention Agreement. In the event that such Bankruptcy Court Approval has not been obtained within such 30-day period, then COMPANY and Streambank shall be relieved of any and all obligations under the Retention Agreement except with respect to the Management Fee, Evaluation

Fee, and Expense obligation pursuant to Section 3(C). The COMPANY intends to engage Streambank, and Streambank intends to be engaged, as a professional person pursuant to these Terms & Conditions within the meaning and intendment of Code Sections 327 and 328(a).

**10. Notices.** All notices required hereunder shall be in writing and shall be deemed to have been given if delivered personally or by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service to the parties at their respective addresses set forth in the Retention Agreement, or to such other address as shall be specified in writing by either party to the other in like fashion.

**11. Entire Agreement.** The Retention Agreement, together with these Terms & Conditions and any attachments to the Retention Agreement or these Terms & Conditions, sets forth and constitutes the entire agreement and understanding of the parties with respect to the Retention Agreement's subject matter. The Retention Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations and warranties, whether oral or written (together the "Prior Communications") of any party to the Retention Agreement and no party to the Retention Agreement may rely or shall be deemed to have relied upon any Prior Communications. In the event of any inconsistency between any term or condition of the Retention Agreement and these Terms & Conditions, the applicable term set forth in the Retention Agreement shall control.

**12. Amendment.** Neither the Retention Agreement nor these Terms & Conditions may be amended except by a writing executed by both parties.

**13. Waiver.** Failure of either party to the Retention Agreement to insist upon strict compliance with any of the terms, covenants and conditions of the Retention Agreement and/or the Terms & Conditions shall not be deemed a waiver or relinquishment of such terms, covenants and conditions or of any similar right or power hereunder at any subsequent time.

**14. Assignment.** Neither the Retention Agreement nor the Terms & Conditions may be assigned by either party in whole or in part without the prior written consent of the other party to the Retention Agreement, except as specifically provided in the Retention Agreement and/or these Terms & Conditions.

**15. Binding Effect.** Upon and at all times after Bankruptcy Court Approval, the Retention Agreement and these Terms & Conditions shall be binding upon and inure to the benefit of the parties to the Retention Agreement, any trustee and any successor trustees appointed for COMPANY under either Chapter 7 or Chapter 11 of the Code and any of their respective heirs, legal or personal representatives, successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of the Retention Agreement as a third-party beneficiary or otherwise.

**16. Applicable Law.** The Retention Agreement and these Terms & Conditions shall be governed by and construed in accordance with applicable Bankruptcy laws including the Code and, in the absence thereof, the internal laws of the Commonwealth of Virginia, without reference to its conflicts of law provisions.

**17. Venue.** All actions or proceedings in any way, manner or respect arising out of

or from or related to the Retention Agreement and/or these Terms & Conditions shall be litigated only in the Bankruptcy Court or, if the associated bankruptcy case is no longer pending or otherwise, then only in courts located within Richmond, Virginia, as to state and federal court actions, which shall have exclusive jurisdiction over all such actions or proceedings, and all parties and their transferees hereby consent and submit to the jurisdiction of any local, state or federal court located within said city and state, and all parties and their transferees hereby waive any and all rights they may have or obtain to transfer or change the venue of any litigation brought by any party to the Retention Agreement against any other party to the Retention Agreement.

**18. Severability.** If any provision of the Retention Agreement and/or these Terms & Conditions shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, the other provisions of both the Retention Agreement and the Terms & Conditions shall be unaffected by any such declaration and shall remain in full force and effect. Furthermore, if any of the restrictions regarding post-termination activities is found to be unreasonable or invalid, the court before which the matter is pending shall enforce the restriction to the maximum extent it deems to be valid and enforceable. Such restrictions shall be considered divisible both as to time and as to geographical scope.

**19. Construction.** Whenever applicable in the Retention Agreement and/or these Terms & Conditions: (a) the singular and the plural, and the masculine, feminine and neuter shall be freely interchangeable, as the context requires; (b) references to the word "include" or "including" are to be construed without limitation; and (c) the section headings or titles shall not in any way control the construction of the language in the Retention Agreement or these Terms & Conditions, as applicable, such headings or titles having been inserted solely for the purpose of simplified reference.

*[REMAINDER OF PAGE LEFT BLANK; APPENDIX I, DEFINITIONS, BEGINS ON FOLLOWING PAGE]*



## APPENDIX I

### DEFINITIONS FOR CAPITALIZED TERMS USED IN TERMS & CONDITIONS

For purposes of these Terms & Conditions and the Retention Agreement, the following terms shall have the meanings set forth below.

**"Assets"** mean, individually and collectively, the Group 1 Assets described on Appendix A to the Retention Agreement (the "Group 1 Assets"), the Group 2 Assets described on Appendix B to the Retention Agreement (the "Group 2 Assets"), and any Developed Assets which may be added to the list of Group 2 Assets by mutual agreement of Streambank and the COMPANY from time to time during the Exclusive Period.

**"Bankruptcy Court"** means the United States Bankruptcy Court for the District referenced in the Retention Agreement.

**"Bankruptcy Court Approval"** means the Bankruptcy Court's final order approving Streambank's engagement by COMPANY in accordance with the Retention Agreement and these Terms & Conditions.

**"Bankruptcy Court Approval Date"** means the date that the Bankruptcy Court Approval becomes final.

**"Code"** means the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532.

**"Commissions"** means, collectively, the commissions in the amounts set forth in the Retention Agreement with respect to Sale Transactions, (ii) General Licensing Transactions, and (iii) Mixed Transactions.

**"COMPANY"** means the Person referenced as COMPANY in the Retention Agreement.

**"Copyright"** has the meaning set forth within the definition of the term "IP Rights."

**"Developed Assets"** mean individually and collectively, assets of COMPANY that have been identified or developed by Streambank, COMPANY or any third party during the Exclusive Period, which assets have been added to the Retention Agreement as Group 2 Assets by mutual agreement of Streambank and COMPANY in good faith.

**"Evaluation Fee"** means Streambank's fee for performing the Marketability Evaluation in the amount set forth in the Retention Agreement.

**"Exclusive Period"** means the period of time starting on the Bankruptcy Court Approval Date and continuing until the close of business on that date which is twelve (12) months after the Bankruptcy Court Approval Date.

**"Expenses"** mean reasonable documented out-of-pocket costs and expenses incurred in connection with the Retention Agreement, including advertising and marketing, trade shows, travel, lodging, meals, copying, on-line services, photocopying, facsimile, meeting services, and other, similar costs and expenses.

**“General Licensing Transaction”** means any Transaction pursuant to which a long-term or short-term license is entered into with an IP Transferee regarding any Asset.

**“Gross Consideration”** means the aggregate amount of consideration payable to COMPANY upon the closing of any Transaction including cash consideration and any credit or reduction in liabilities of COMPANY’s bankruptcy estate through the waiver or reduction of claims of an IP Transferee. Streambank’s fees, Commissions and Expenses, and all other closing costs and/or adjustments, including adjustments and/or payments of whatever kind to lien holders, secured parties, mortgages or otherwise shall not be deducted when computing Gross Consideration.

**“IP Agreement”** shall mean any contract or agreement relating to a Sale Transaction, General Licensing Transaction, or Mixed Transaction involving the Assets.

**“IP Rights”** shall mean, collectively:

(a) Registered and unregistered copyrights in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, (collectively, the **“Copyrights”**);

(b) Trade secrets;

(c) Patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the **“Patents”**);

(e) Trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and goodwill of COMPANY’s business connected with and symbolized by such trademarks (collectively, the **“Trademark Rights”**);

(f) Amendments, renewals and extensions of any of the Copyrights, Trademark Rights or Patents.

**“IP Transferee”** shall mean any Prospective Transferee to which COMPANY actually Transfers IP Rights during the Exclusive Period.

**“Management Fee”** means Streambank’s aggregate management fee for performing the Services throughout the Exclusive Period in the amount set forth in the Retention Agreement.

**“Marketability Evaluation”** means an evaluation of the Assets’ marketability as provided in accordance with COMPANY’s subsequent instructions.

**“Mixed Transaction”** means any bundled Transaction involving a combined Sale Transaction of Assets and General License Transaction of Assets.

**“Patent”** has the meaning set forth within the definition of the term “IP Rights”.

**“Person”** means any individual, general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, pension plan, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of any such

Person where the context so requires (including existing creditors, employees, affiliates and/or shareholders).

**"Prospective Transferee"** shall have the meaning set forth in Section 6 of Appendix II.

**"Retention Agreement"** means the letter Retention Agreement between COMPANY and Streambank attaching and incorporating these Terms & Conditions and the attachments hereto by reference.

**"Sale Transaction"** means any Transaction in which Assets are Transferred that does not involve an IP Transferee's entrance into a short-term or long-term license arrangement.

**"Services"** mean Streambank's disposition services enumerated in Appendix II.

**"Trademark Rights"** has the meaning set forth within the definition of the term "IP Rights".

**"Transaction"** means the closing of any Transfer for value with respect to any Asset, multiple Assets or all of the Assets.

**"Transfer"** means any sale, lease, rental, short-term license, long-term license, transfer, assignment, conveyance and delivery and/or other disposition, in whole or in part, with or without consideration, of any Asset, multiple Assets, or all of the Assets to any Person, or the act thereof.

**APPENDIX II**  
**THE SERVICES**

Streambank agrees to perform the following services pursuant to the Retention Agreement:



1. Use its best efforts to identify Developed Assets;
2. Provide to COMPANY an inventory of the Group 2 Assets;
3. Use its best efforts to evaluate the marketability of the Assets, including compiling sales histories with respect to such Assets and other information;
4. Provide to COMPANY an evaluation of the Group 2 Assets' marketability (the "**Marketability Evaluation**");
5. Advise COMPANY on methods by which to maximize the Assets' value;
6. Formally market the Assets and solicit transfers of the Assets to any Person that is or which may be interested in acquiring the Assets that are (a) designated by COMPANY from time to time, (b) identified by Streambank, and/or (c) directed to Streambank pursuant to Section 1(C) (collectively, "**Prospective Transferees**");
7. Promote the Assets through a program to be developed by Streambank, which may include electronic communications, pitchbooks, internet web sites, letters, fliers, signs, telephone solicitation, newspaper or other print advertising and other such methods as Streambank may deem appropriate;
8. Present the Assets at not less than two (2) licensing trade shows within the Exclusive Period unless the Assets are sold, licensed or otherwise transferred before such time;
9. Refrain from making any representations or warranties regarding the Assets and/or Developed Assets, which shall be Transferred on an "as is, where is" basis;
10. During the bid and offer process, Streambank shall (a) respond and provide information to, communicate with and obtain offers from Prospective Transferees, (b) qualify Prospective Transferees, (c) educate Prospective Transferees regarding bid submission, manage the bid and offer process, and (d) make general recommendations to COMPANY as to whether or not any particular offer should be accepted or rejected;
11. Once COMPANY and a Prospective Transferee have agreed in principle to enter into an IP Agreement, and at COMPANY's request, Streambank shall use commercially reasonable efforts to assist COMPANY in negotiating the IP Agreement, including (a) assisting COMPANY in developing terms and conditions for the IP Agreement; (b) reviewing and providing feedback relative to drafts of the IP Agreement prepared by COMPANY's counsel; (c) assisting COMPANY in negotiating deal terms; (d) assisting COMPANY in closing the IP Agreement; and (e) providing support to IP Transferees during phase of new ownership;
12. Furnish to COMPANY written progress reports as reasonably requested by COMPANY from time


to time, not to exceed one such report per three-month period during the Exclusive Period; and


13. Make appearances in the Bankruptcy Court to the extent reasonably necessary to obtain (1) Bankruptcy Court Approval or (2) a judicial order of the Bankruptcy Court approving any individual Transfer hereunder. For the avoidance of doubt, the Services do not include testimony, court appearances, or other legal proceedings by either Streambank or its affiliates, directors, officers, employees and/or representatives, except as expressly set forth in this Subsection.

## APPENDIX A -- GROUP 1 ASSETS


### “Circuit City” and related Trademark Applications for Registration and Registrations:

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Australia	CIRCUIT CITY	1058682	6/3/2005	1058682	1/30/2006	Registered	Circuit City Stores West Coast, Inc.	35	
Canada	CIRCUIT CITY	0608678	6/7/1988	TMA427363 5/20/1994		Registered	Circuit City Stores West Coast, Inc.	9,42	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month “tail.” Trademark only permitted to be used with “The Source” in Canada (i.e. “The Source by Circuit City”).
Canada	CIRCUIT CITY	0680646	4/24/1991	TMA407148 1/22/1993		Registered	Circuit City Stores West Coast, Inc.	42	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month “tail.” Trademark only permitted to be used with “The Source” in Canada (i.e. “The Source by Circuit City”).
Canada	CIRCUIT CITY & DESIGN 	0792254	9/11/1995	TMA508806 3/4/1999		Registered	Circuit City Stores West Coast, Inc.	1	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month “tail.” Trademark only permitted to be used with “The Source” in Canada (i.e. “The Source by Circuit City”).
Canada	CIRCUIT CITY and Circle Logo Design 	1222654	6/30/2004			Allowed	Circuit City Stores West Coast, Inc.	35	Design mark in Canada not specifically licensed to InterTAN Canada, Ltd. under Trademark License Agreement (b/c not used with “The Source”), but not permitted to be used in Canada during 5 year/18month “tail” period.

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	CIRCUIT CITY Circle and Design with Canada and the maple leaf logo 	1222653	6/30/2004			Allowed	Circuit City Stores West Coast, Inc.	35	Design mark in Canada not specifically licensed to InterTAN Canada, Ltd. under Trademark License Agreement (b/c not used with "The Source"), but not permitted to be used in Canada during 5 year/18month "tail" period.
Canada	CIRCUIT CITY DIRECT	0795658	10/23/1995	TMA523186	2/16/2000	Registered	Circuit City Stores West Coast, Inc.	1	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month "tail." Trademark only permitted to be used with "The Source" in Canada (i.e. "The Source by Circuit City").
Canada	CIRCUIT CITY EXPRESS	743999	12/22/1993	TMA508369	2/23/1999	Registered	Circuit City Stores West Coast, Inc.	42	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month "tail." Trademark only permitted to be used with "The Source" in Canada (i.e. "The Source by Circuit City").
Canada	CIRCUIT METRO	0608679	6/7/1988	TMA481169	8/21/1997	Registered	Circuit City Stores West Coast, Inc.	35	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month "tail." Trademark only permitted to be used with "The Source" in Canada (i.e. "The Source by Circuit City").
China	CIRCUIT CITY	4810394	8/1/2005			Pending	Circuit City Stores West Coast, Inc.	35	
Hong Kong	CIRCUIT CITY	300432099	6/2/2005	300432099	10/19/2005	Registered	Circuit City Stores West Coast, Inc.	35	
Japan	CIRCUIT CITY	H07-087862	8/24/1995	4016437	6/20/1997	Registered	Circuit City Stores West Coast, Inc.	9	
Japan	CIRCUIT CITY	H08-062125	6/5/1996	4109287	1/30/1998	Registered	Circuit City Stores West Coast, Inc.	11	
Mexico	CIRCUIT CITY	247270	11/6/1995	511107	11/28/1995	Registered	Circuit City Stores West Coast, Inc.	35	
Mexico	CIRCUIT CITY	167479	5/12/1993	466861	7/19/1994	Registered	Circuit City Stores West Coast, Inc.	42	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Mexico	CIRCUIT CITY and Circle Logo Design 	670886	8/9/2004	857102	10/27/2004	Registered	Circuit City Stores West Coast, Inc.	35	
Mexico	CIRCUIT CITY EXPRESS	185791	12/13/1993	453532	3/3/1994	Registered	Circuit City Stores West Coast, Inc.	42	
United States	CIRCUIT CITY	75/977633	4/30/1996	2202309	11/3/1998	Registered	Circuit City Stores West Coast, Inc.	21,25	Renewal 11/3/2008
United States	CIRCUIT CITY	74/663010	4/17/1995	1966767	4/9/1996	Registered	Circuit City Stores West Coast, Inc.	36,37,42	Renewal 4/9/2016
United States	CIRCUIT CITY	73/174463	6/15/1978	1121646	7/3/1979	Registered	Circuit City Stores West Coast, Inc.	42	Renewal 7/3/2009
United States	CIRCUIT CITY ADVANTAGE PROTECTION PLAN (stylized and design) 	78/772888	12/14/2005	3229279	4/17/2007	Registered	Circuit City Stores West Coast, Inc.	36	
United States	CIRCUIT CITY and Circle Logo Design 	76/258566	5/17/2001	2626493	9/24/2002	Registered	Circuit City Stores West Coast, Inc.	35	
United States	CIRCUIT CITY and Color Circle Logo Design 	76/258565	5/17/2001	2626492	9/24/2002	Registered	Circuit City Stores West Coast, Inc.	35	
United States	CIRCUIT CITY EXPRESS	74/452097	10/26/1993	1880174	2/21/1995	Registered	Circuit City Stores West Coast, Inc.	42	
United States	CIRCUIT CITY HELPING HANDS FUND	77/176401	5/8/2007			Allowed	Circuit City Stores West Coast, Inc.	36	9/11/08 Statement of Use; 9/11/08 file ITU extension
United States	CIRCUIT CITY PLUS	75/894213	1/11/2000	2425092	1/30/2001	Registered	Circuit City Stores West Coast, Inc.	36	



Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	CIRCUIT CITY stylized 	73/535267	5/1/1985	1369581	11/5/1985	Registered	Circuit City Stores West Coast, Inc.	42	
Taiwan	CIRCUIT CITY	94025775	5/31/2005	1212343	6/1/2006	Registered	Circuit City Stores West Coast, Inc.	35	
United States	ROADSHOP THE MOBILE ELECTRONICS SPECIALIST @ CIRCUIT CITY stylized and or design 	78/681342	7/29/2005	3191902	1/2/2007	Registered	Circuit City Stores West Coast, Inc.	35,37	
United States	ROADSHOP	78/681309	7/29/2005	3120201	7/25/2006	Registered	Circuit City Stores West Coast, Inc.	35,37	






**“Circuit City” and related Domain Registrations:**

Domain Name	Paid Through Date	Status	Renewal Status
ccaportal.com	9/27/2009	registered locked	Auto Renewal
ccaprotectionplan.com	9/6/2010	registered locked	Auto Renewal
ccaprotectionplan.info	9/6/2010	registered locked	Auto Renewal
ccaprotectionplan.net	9/6/2010	registered locked	Auto Renewal
ccaprotectionplan.org	9/6/2010	registered locked	Auto Renewal
cccityadvantage.com	7/3/2011	registered locked	Auto Renewal
ccity.com	1/20/2012	registered locked	Auto Renewal
ccity.info	9/15/2010	registered locked	Auto Renewal
ccity.org	11/12/2011	registered locked	Auto Renewal
ccnotes.com	2/8/2012	registered locked	Auto Renewal
ccplusrewards.com	7/17/2011	registered locked	Auto Renewal
ccprotectionplan.com	9/6/2010	registered locked	Auto Renewal
ccprotectionplan.info	9/6/2010	registered locked	Auto Renewal
ccprotectionplan.net	9/6/2010	registered locked	Auto Renewal
ccprotectionplan.org	9/6/2010	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
circuitcity.com	11/9/2014	registered locked	Auto Renewal
circuitcityrewards.com	1/11/2015	registered locked	Auto Renewal
circuitccity.com	9/19/2010	registered locked	Auto Renewal
circuitcity.biz	11/18/2011	registered locked	Auto Renewal
circuitcity.com	12/13/2011	super-locked	Auto Renewal
circuit-city.com	2/25/2012	registered locked	Auto Renewal
circuitcity.com.pr	7/21/2009	registered locked	Auto Renewal
circuitcity.mobi	7/11/2010	registered locked	Auto Renewal
circuitcity.ms	7/31/2010	registered locked	Auto Renewal
circuitcity.net	12/17/2011	registered locked	Auto Renewal
circuit-city.net	7/26/2015	registered locked	Auto Renewal
circuitcity.net.pr	7/21/2009	registered locked	Auto Renewal
circuitcity.org	5/13/2011	registered locked	Auto Renewal
circuitcity.pr	7/21/2009	registered locked	Auto Renewal
circuitcity.us	7/26/2010	registered locked	Auto Renewal
circuitcityadvantage.com	9/6/2010	registered locked	Auto Renewal
circuitcityadvantage.info	9/6/2010	registered locked	Auto Renewal
circuitcityadvantage.net	9/6/2010	registered locked	Auto Renewal
circuitcityadvantage.org	9/6/2010	registered locked	Auto Renewal
circuitcityconnect.com	10/6/2011	registered locked	Auto Renewal
circuitcitycredit.com	6/3/2011	registered locked	Auto Renewal
circuitcitydirect.biz	6/11/2015	registered locked	Auto Renewal
circuitcitydirect.cc	6/12/2015	registered locked	Auto Renewal
circuitcitydirect.com	6/12/2015	registered locked	Auto Renewal
circuitcitydirect.net	6/12/2015	registered locked	Auto Renewal
circuitcitydirect.org	6/12/2015	registered locked	Auto Renewal
circuitcitydirect.tv	6/12/2015	registered locked	Auto Renewal
circuitcityoutlet.com	9/14/2009	registered locked	Auto Renewal
circuitcityplus.com	6/3/2011	registered locked	Auto Renewal
circuitcityplusvisa.com	6/3/2011	registered locked	Auto Renewal
circuitcityrebate.com	9/9/2013	registered locked	Auto Renewal
circuitcityrebates.com	2/11/2014	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
circuitcityrepair.com	2/6/2010	registered locked	Auto Renewal
circuitcityrewards.com	7/17/2013	registered locked	Auto Renewal
circuitcityservice.com	5/2/2014	registered locked	Auto Renewal
circuitcityservice.net	5/2/2014	registered locked	Auto Renewal
circuitcityservice.org	5/2/2014	registered locked	Auto Renewal
circuitcityservices.com	12/18/2012	registered locked	Auto Renewal
circuitcity-store.com	7/11/2011	registered locked	Auto Renewal
circuitcitystores.com	1/9/2017	registered locked	Auto Renewal
circuitcity-stores.com	7/11/2011	registered locked	Auto Renewal
circuitcitysurvey.com	12/10/2011	registered locked	Auto Renewal
circuitcitywarehouse.com	12/7/2011	registered locked	Auto Renewal
circuitctydirect.biz	6/11/2015	registered locked	Auto Renewal
circuitctydirect.cc	6/12/2015	registered locked	Auto Renewal
circuitctydirect.com	6/12/2015	registered locked	Auto Renewal
circuitctydirect.net	6/12/2015	registered locked	Auto Renewal
circuitctydirect.org	6/12/2015	registered locked	Auto Renewal
circuitctydirect.tv	6/12/2015	registered locked	Auto Renewal
circuitshitty.com	5/22/2012	registered locked	Auto Renewal
circuitshitty.net	5/22/2012	registered locked	Auto Renewal
circuitcity.com	12/7/2009	registered locked	Auto Renewal
circuitcity.com	7/27/2009	registered locked	Auto Renewal
cityadvantage.com	5/21/2012	registered locked	Auto Renewal
connectcircuitcity.com	10/6/2011	registered locked	Auto Renewal
connectoperatedbycircuitcity.com	10/6/2011	registered locked	Auto Renewal
connectpoweredbycircuitcity.com	10/6/2011	registered locked	Auto Renewal
curcircuitcity.com	2/6/2017	registered locked	Auto Renewal
wwwcircuitcity.com	11/19/2011	registered locked	Auto Renewal
roadshop.org	2/28/2013	registered locked	Auto Renewal

**“The City” and related Trademark Applications for Registration and Registrations:**

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Benelux	FIND YOURSELF IN THE CITY	1127815	1/26/2007	0817472	5/7/2007	Registered	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Registered (have agreed to remove Class 36 as concession to Citigroup); registered 0817472
Benelux	FIND YOURSELF IN THE CITY (LOGO) 	1127822	1/26/2007	0817476	7/12/2007	Registered	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	
Benelux	THE CITY (LOGO) 	1128508	2/6/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Opposed (by La City) – Answer filed and discovery period extended to Mar. 11, 2009
Benelux	THE CITY (LOGO) 2 	1127825	1/26/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Opposed (by La City) – Answer filed and discovery period extended to Mar. 11, 2009
Canada	FIND YOURSELF IN THE CITY	1357440	7/26/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Opposed by Citigroup on Jul. 2, 2008 – Matter suspended until Jun. 30, 2009 due to Circuit City bankruptcy
Canada	FIND YOURSELF IN THE CITY (LOGO) 	1357441	7/26/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Opposed by Citigroup on Jul. 2, 2008 – Matter suspended until Jun. 30, 2009 due to Circuit City bankruptcy
Canada	THE CITY	1338031	3/6/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,21,25, 28,35,37,4 1,42	Statement of Opposition filed by Citigroup on May 7, 2008; Counterstatement filed by CC; Matter suspended until Jun. 30, 2009 due to Circuit City bankruptcy
Canada	THE CITY (LOGO) 	1357442	7/26/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Proposed opposition filed by Citigroup on Sep. 19, 2008; Matter suspended until Jun. 30, 2009 due to Circuit City bankruptcy
Puerto Rico	THE CITY	72,512	3/9/2007	72,512	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	6	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	75,510	3/9/2007	75,510	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	9	Deadline to file Statement of Use: Mar. 9, 2012

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Puerto Rico	THE CITY	72,511	3/9/2007	72,511	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	16	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,509	3/9/2007	72,509	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	21	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,508	3/9/2007	72,508	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	25	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,506	3/9/2007	72,506	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	28	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,505	3/9/2007	72,505	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	35	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,507	3/9/2007	72,507	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	37	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,504	3/9/2007	72,504	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	41	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,503	3/9/2007	72,503	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	42	Deadline to file Statement of Use: Mar. 9, 2012
Hong Kong	THE CITY	300827028	3/8/2007			Pending	Circuit City Stores West Coast, Inc.	9,16,21,25,28,35,37,41,42	Opposition filed by Citigroup – Deadline to file counterstatement is 5/9/09; local counsel instructed to agree to proposed 9 month stay
Taiwan	THE CITY	096010252	3/7/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,21,25,28,35,37,41,42	8/22/08 – BDA responded to office action and revised goods description per examiner request
United States	FIND YOURSELF IN THE CITY	77233114	7/18/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25,28,35,37,41,42	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	FIND YOURSELF IN THE CITY (LOGO)	77233092	7/18/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25,28,35,37,41,42	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	THE CITY	77/045076	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	6	Notice of Allowance issued; 2 EOT taken; Statement of Use due 2/28/09
United States	THE CITY	77/045101	11/15/2006	3419172	4/29/2008	Registered	Circuit City Stores West Coast, Inc.	16	
United States	THE CITY	77/045131	11/15/2006	3436855	5/27/2008	Registered	Circuit City Stores West Coast, Inc.	35	
United States	THE CITY	77/045137	11/15/2006	3427528	5/13/2008	Registered	Circuit City Stores West Coast, Inc.	41	
United States	THE CITY	77/045140	11/15/2006	3458704	7/1/2008	Registered	Circuit City Stores West Coast, Inc.	42	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	THE CITY	77045109	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	21	Notice of Allowance issued; 2 EOT taken; Statement of Use due 2/28/09
United States	THE CITY	77045123	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	25	Opposed (by La City) – 7/15/08 – received amended notice of opposition; deadline to answer 11/5/08
United States	THE CITY	77045127	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	28	Notice of Allowance issued on 5/8/07; 2 EOT taken; Statement of Use due 5/8/09
United States	THE CITY	77045135	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	37	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	THE CITY	77124278	3/7/2007			Pending	Circuit City Stores West Coast, Inc.	38,41	Notice of Allowance issued; Statement of Use due 5/20/09
United States	THE CITY (LOGO)	77233104	7/18/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37, 41,42	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	CITY BUNDLE	77493143	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	35	Notice of Publication – 11/12/08
United States	CITY BUNDLE	77493122	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	9	Notice of Publication – 11/12/08
United States	CITY DEAL	77493055	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	35	Office action response due: 3/18/09
United States	CITY DEAL	77493107	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	9	12/2/08- Extension of time to oppose filed by Citigroup
United States	CITY DESIGNS	78972150	9/12/2006			Transfer	Circuit City Stores, Inc.	42,37	
United States	CITY HOME	77303436	10/12/2007			Pending	Circuit City Stores West Coast, Inc.	21,25	Suspended due to similar third party applications (now abandoned); need to file request lift suspension
United States	CITY HOME	77303434	10/12/2007			Pending	Circuit City Stores West Coast, Inc.	35,37,41, 42	Notice of Allowance issued on May 27, 2008; Statement of Use due on 5/27/09
United States	CITY LIFE	77493213	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	9,16,41	Office action response due: 3/18/09
United States	CITY SOLUTIONS	77156778	4/13/07			Pending	Circuit City Stores West Coast, Inc.	9,35	Opposed by Citigroup; 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	IT'S SIMPLE IN THE CITY	77268689	8/30/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,21, 25,28,35, 37,41,42	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy

**“Circuit City” and related Domain Registrations:**

Domain Name	Paid Through Date	Status	Renewal Status
1800thecity.com	8/13/2010	registered locked	Auto Renewal
thecity.com	6/16/2017	registered locked	Auto Renewal
thecity.com.pr	11/20/2009	registered locked	Auto Renewal
thecity.net.pr	11/20/2009	registered locked	Auto Renewal
thecity.org.pr	11/20/2009	registered locked	Auto Renewal

**Other Miscellaneous Domain Registrations:**

Domain Name	Paid Through Date	Status	Renewal Status
buyec.biz	11/10/2011	registered locked	Auto Renewal
buyec.com	11/11/2011	registered locked	Auto Renewal
buyec.net	11/11/2011	registered locked	Auto Renewal
buyec.org	11/11/2011	registered locked	Auto Renewal
eccwest.com	12/30/2011	registered locked	Auto Renewal
eonline.biz	11/10/2011	registered locked	Auto Renewal
eonline.org	11/11/2011	registered locked	Auto Renewal
ecstores.biz	11/10/2011	registered locked	Auto Renewal
ecstores.net	11/11/2011	registered locked	Auto Renewal
ecstores.org	11/11/2011	registered locked	Auto Renewal
ehdc.com	4/8/2015	registered locked	Auto Renewal
heartofthecity.com	5/17/2010	registered locked	Auto Renewal
ihateec.biz	11/10/2011	registered locked	Auto Renewal
ihateec.com	11/11/2011	registered locked	Auto Renewal
ihateec.net	11/11/2011	registered locked	Auto Renewal
lhateec.org	11/11/2011	Registered locked	Auto Renewal
iloveec.biz	11/10/2011	registered locked	Auto Renewal
iloveec.net	11/11/2011	registered locked	Auto Renewal
iloveec.org	11/11/2011	registered locked	Auto Renewal

**Toll Free Number:** 1-800-THE CITY

**Customer Database:** (i) All customer transaction information and e-mails relating thereto for any customers who have ever made purchases from Circuit City through its online retail channels, including any who have purchased through multiple channels which include online (such as in-store and online), conveyed exclusively; (ii) All valid e-mail addresses owned by Circuit City (customer has “opted in” for CC marketing) for which there is no associated customer transaction information, conveyed exclusively; (iii) all other customer transaction information, obtained through channels not involving online, conveyed on a non-exclusive basis.



## APPENDIX B -- GROUP 2 ASSETS

### Copyright Applications for Registration and Registrations:


Title	Registration No.	Publication Date/ Year of Creation	Registration Date	Deposit/Limitation	Current Owner
Hook up	PA-u-2-596-147	2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
Newspaper	PA-u-2-596-146	2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
Store help	PA-1-056-485	7/1/2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
In & out	PA-1-056-484	7/1/2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
Management's guide to positive associate relations	TX-u-463-184	1990	2/6/1991	Monograph	Circuit City Stores, Inc.

### Patents and Patent Applications:


Title	Country	Applic. No.	Filing Date	Patent No.	Issue Date	Owner
Temporal compression	United States	10/155966	5/29/2002	7170941	1/30/2007	Patapsco Designs, Inc.
System and Method for Guided Sales	United States	11/553092	10/26/2006			Circuit City Stores Inc.
System and Method for Guided Sales	Canada	2566052	10/30/2006			Circuit City Stores, Inc.
Method and Device for Determining Adequacy of Space for Television Sets	United States	10/216805	8/13/2002	6775915	8/17/2004	Circuit City Stores, Inc.
Unpublished	United States	61/042927	4/7/2008			Circuit City Stores, Inc.

## Trademark Applications for Registration and Registrations:

### 24/24 PICKUP GUARANTEE


Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	24 MINUTES \$24 GIFT CARD PICKUP GUARANTEE and design 	78/745232	11/2/2005	3224402	4/3/2007	Registered	Circuit City Stores West Coast, Inc.	35	4/3/2013: Affidavit of Use; 4/3/2017: Renewal

### ANIKA


Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	ANIKA	78/477055	9/1/2004	3005974	10/11/2005	Registered	Circuit City Stores West Coast, Inc.	9,18	10/11/2011: Affidavit of Use; 10/11/2015: Renewal
United States	ANIKA (Stylized) 	76/628584	1/18/2005	3003528	10/4/2005	Registered	Circuit City Stores West Coast, Inc.	9.18	10/4/2011: Affidavit of Use; 10/4/2015: Renewal

### CRITERION

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	CRITERION	0397170	4/22/1976	TMA221258	6/17/1977	Registered	Circuit City Stores West Coast, Inc.	9	
United States	CRITERION	74/257644	3/23/1992	1783326	7/20/1993	Registered	Circuit City Stores West Coast, Inc.	9	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	CRITERION and design 	72/126354	8/21/1961	745725	2/26/1963	Registered	Circuit City Stores West Coast, Inc.	9	

## ESA




Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	ESA	78/283674	8/6/2003	2995848	9/13/2005	Registered	Circuit City Stores West Coast, Inc.	9	
United States	ESA and Design 	78/289750	8/20/2003	3194858	1/2/2007	Registered	Circuit City Stores West Coast, Inc.	9	

## Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
esahelp.net	2/13/2016	registered locked	Auto Renewal
esahelp.org	2/13/2016	registered locked	Auto Renewal
esaparts.com	2/13/2016	registered locked	Auto Renewal
esaparts.net	2/13/2016	registered locked	Auto Renewal
esaparts.org	2/13/2016	registered locked	Auto Renewal
esaproducts.net	2/13/2016	registered locked	Auto Renewal
esaproducts.org	2/13/2016	registered locked	Auto Renewal
esaservice.org	2/13/2016	registered locked	Auto Renewal
esastores.com	2/13/2016	registered locked	Auto Renewal
esastores.net	2/13/2016	registered locked	Auto Renewal
esastores.org	2/13/2016	registered locked	Auto Renewal
esasucks.com	2/13/2016	registered locked	Auto Renewal
esasucks.net	2/13/2016	registered locked	Auto Renewal




Domain Name	Paid Through Date	Status	Renewal Status
esasucks.org	2/13/2016	registered locked	Auto Renewal
ihateesa.com	2/13/2016	registered locked	Auto Renewal
ihateesa.net	2/13/2016	registered locked	Auto Renewal
ihateesa.org	2/13/2016	registered locked	Auto Renewal
iloveesa.com	2/13/2016	registered locked	Auto Renewal
iloveesa.net	2/13/2016	registered locked	Auto Renewal
iloveesa.org	2/13/2016	registered locked	Auto Renewal

## FIREDOG

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Brazil	FIREDOG	900548584	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	25	
Brazil	FIREDOG	900548657	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	41	
Brazil	FIREDOG	900548592	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	30	
Brazil	FIREDOG	900548614	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	32	
Brazil	FIREDOG	900548649	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	37	
Brazil	FIREDOG	900548630	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	35	
Brazil	FIREDOG	900548673	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	42	
Brazil	FIREDOG (LOGO) 	900548703	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	30	
Brazil	FIREDOG (LOGO) 	900548800	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	42	
Brazil	FIREDOG (LOGO) 	900548746	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	35	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Brazil	FIREDOG (LOGO) 	900548770	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	41	
Brazil	FIREDOG (LOGO) 	900548711	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	32	
Brazil	FIREDOG (LOGO) 	900548762	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	37	
Brazil	FIREDOG (LOGO) 	900548690	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	25	
Canada	FIREDOG	1311957	8/4/2006			Allowed	Courchevel, LLC.	25	Notice of Allowance issued – Statement of Use due Aug. 4, 2009
Canada	FIREDOG	1311618	8/2/2006			Allowed	Courchevel, LLC.	6,9,16,25, 28,35,36,4 7,41,42	Notice of Allowance issued – Statement of Use due Aug. 2, 2009
Canada	FIREDOG (LOGO) 	1311968	8/4/2006			Allowed	Courchevel, LLC.	25	Notice of Allowance issued – Statement of Use due Aug. 4, 2009
Canada	FIREDOG (LOGO) 	1311617	8/2/2006			Allowed	Courchevel, LLC.	6,9,16,25, 28,35,36,4 7,41,42	Notice of Allowance issued – Statement of Use due Aug. 2, 2009
China	FIREDOG	6306431	9/30/2007			Pending	Circuit City Stores West Coast, Inc.	25	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6313518	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	30	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6313517	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	32	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6306430	9/30/2007			Pending	Circuit City Stores West Coast, Inc.	35	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6306429	9/30/2007			Pending	Circuit City Stores West Coast, Inc.	37	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6306428	9/30/2007			Pending	Circuit City Stores West Coast, Inc.	41	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6306427	9/30/2007			pending	Circuit City Stores West Coast, Inc.	42	Application pending- 7/22/08 – FA confirms filing response to OA

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
China	FIREDOG (LOGO) 	6313513	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	25	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313512	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	30	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313511	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	32	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313510	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	35	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313509	10/8/2007			Pending	Circuit City Stores West Coast, Inc.	37	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313640	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	41	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313630	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	42	Application pending- 7/22/08 – FA confirms filing response to OA
European Community	FIREDOG	006322408	10/1/2007			Pending	Circuit City Stores West Coast, Inc.	25,35,37,41,42	6/19/08- FA advised that application opposed by DARK DOG; matter pending
European Community	FIREDOG	006341961	10/8/2007			Pending	Circuit City Stores West Coast, Inc.	30,32	6/19/08- FA advised that application opposed by DARK DOG; matter pending
European Community	FIREDOG (LOGO) 	006354617	10/11/2007	006354617	9/18/2008	Registered	Circuit City Stores West Coast, Inc.	25,30,32,35,37,41,42	Registered
Japan	FIREDOG	2007-102570	10/2/2007			Pending	Circuit City Stores West Coast, Inc.	25,35,37,41, 42	1/7/09 – Local counsel confirmed office action response has been submitted
Japan	FIREDOG	2007-104384	10/8/2007	5141316	6/13/2008	Registered	Circuit City Stores West Coast, Inc.	30,32	7/10/08 – rec'd registration certificate

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Japan	FIREDOG (LOGO) 	2007-105246	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	25,30,32, 35,37,41 42	1/22/09 – Local counsel advises of office action deadline to respond is Apr. 9, 2009
Japan	FIREDOG (LOGO) 	2008-84028	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	35	10/15/08 – this application divided from 105246/2007 to over come 1st office action- deadline to respond to 2nd OA – 4/19/09
Japan	FIREDOG (LOGO) 	2008-84026	10/11/2007	5188722	12/12/08	Registered	Circuit City Stores West Coast, Inc.	35	Covers: Retail services or wholesale services for photographic machines and apparatus and photographic supplies
Japan	FIREDOG (LOGO) 	2008-84027	10/11/2007	5188723	12/12/08	Registered	Circuit City Stores West Coast, Inc.	35	Covers: Retail services or wholesale services for toys, dolls, game machines and apparatus
Puerto Rico	FIREDOG	73,932	7/19/2007	73,922	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	41	
Puerto Rico	FIREDOG	73,927	7/19/2007	73,927	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	37	
Puerto Rico	FIREDOG	73,928	7/19/2007	73,928	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	36	
Puerto Rico	FIREDOG	73,929	7/19/2007	73,929	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	42	
Puerto Rico	FIREDOG	73,930	7/19/2007	73,930	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	35	
Puerto Rico	FIREDOG	73,931	7/19/2007	73,931	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	28	
Puerto Rico	FIREDOG	73,933	7/19/2007	73,933	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	16	
Puerto Rico	FIREDOG	73,940	7/19/2007	73,940	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	9	
South Korea	FIREDOG	45-2007-4313	10/2/2007			Pending	Circuit City Stores West Coast, Inc.	25,35,37,4 1,42	12/19/08 – FA advises mark registered
South Korea	FIREDOG	40-2007-52138	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	30,32	1/7/09 – FA advises mark registered
South Korea	FIREDOG (LOGO) 	45-2007-4409	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	25,30,32,3 5,37,41,42	11/24/08 – FA advises mark registered

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
State of Hawaii	FIREDOG			4063142	5/20/2008	Registered	Circuit City Stores West Coast, Inc.	Not listed	SERVICES, INCLUDING, BUT NOT LIMITED TO, PERSONAL COMPUTING AND HOME ENTERTAINMENT INSTALLATION
State of Nebraska	FIREDOG			10095380	3/2/2007	Registered	Circuit City Stores, Inc.	Not registered for specific goods/services	
United States	FIREDOG	77/179612	5/12/2007	3513384	10/7/2008	Registered	Courchevel, LLC.	30,32	
United States	FIREDOG	78/979580	2/8/2006	3390320	1/26/2008	Registered	Courchevel, LLC.	37,41,42	
United States	FIREDOG	78/810460	2/8/2006			Allowed	Courchevel, LLC.	6,9,16,28, 35,36, 37, 41, 42	Notice of Allowance re-issued following division; e EOT taken; Statement of Use due Apr. 10, 2009
United States	FIREDOG (LOGO) 	78/941706	7/31/2006	3337398	11/13/2007	Registered	Courchevel, LLC.	25	
United States	FIREDOG (LOGO) 	77/179615	5/12/2007	3513385	10/7/2008	Registered	Courchevel, LLC.	30,32	
United States	FIREDOG (LOGO) 	78/898042	6/1/2006			Pending	Courchevel, LLC.	6,9,16,25, 28,35,36	Request to divide application filed on 12/17/08; Statement of Use due 6/17/09
United States	FIREDOG (LOGO) 	78/980904	6/1/2006			Pending	Courchevel, LLC.	37,41,42	Statement of Use filed on 12/17/08; mark should register soon
United States	FIREDOG RESCUE	77531793	7/25/2008			Pending	Circuit City Stores West Coast, Inc.	37,41,42	12/18/09 – application should be published for opposition soon
United States	FIREDOG (WORD AND LOGO)	78941727	7/31/2006			Pending	Courchevel, LLC.	25	Statement of Use filed on 12/17/08; 2/3/09 –application should register soon




**Domain Registrations:**

Domain Name	Paid Through Date	Status	Renewal Status
1800firedog.com	7/27/2013	registered locked	Auto Renewal
800firedog.com	7/27/2013	registered locked	Auto Renewal
fduonline.com	2/7/2010	registered locked	Auto Renewal
firdogsux.biz	2/5/2010	registered locked	Auto Renewal
firdogsux.com	2/6/2010	registered locked	Auto Renewal
firdogsux.info	2/6/2010	registered locked	Auto Renewal
firdogsux.net	2/6/2010	registered locked	Auto Renewal
firdogsux.org	2/6/2010	registered locked	Auto Renewal
firedog.biz	2/1/2017	registered locked	Auto Renewal
firedog.com	7/9/2016	registered locked	Auto Renewal
firedog.com.pr	7/21/2009	registered locked	Auto Renewal
firedog.mobi	9/26/2010	registered locked	Auto Renewal
firedog.net.pr	7/21/2009	registered locked	Auto Renewal
firedog.pr	7/21/2009	registered locked	Auto Renewal
firedogaa.com	11/27/2011	registered locked	Auto Renewal
firedogacrossamerica.com	11/27/2011	registered locked	Auto Renewal
firedogadvisor.com	5/31/2009	registered locked	Auto Renewal
firedogcar.com	5/2/2009	registered locked	Auto Renewal
firedogcentral.com	2/7/2010	registered locked	Auto Renewal
firedogcustomerservice.com	5/2/2017	registered locked	Auto Renewal
firedogged.biz	2/5/2010	registered locked	Auto Renewal
firedogged.ca	2/13/2018	registered locked	Auto Renewal
firedogged.com	2/6/2010	registered locked	Auto Renewal
firedogged.info	2/6/2010	registered locked	Auto Renewal
firedogged.net	2/6/2010	registered locked	Auto Renewal
firedogged.org	2/6/2010	registered locked	Auto Renewal
firedoginstall.com	5/2/2017	registered locked	Auto Renewal
firedoginstallations.com	3/5/2010	registered locked	Auto Renewal
firedoginstalls.com	5/2/2017	registered locked	Auto Renewal
firedogonline.com	7/14/2013	registered locked	Auto Renewal
firedogpc.com	5/2/2017	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
firedogrescue.biz	7/28/2010	registered locked	Auto Renewal
firedogrescue.cc	7/28/2010	registered locked	Auto Renewal
firedogrescue.com	7/28/2010	registered locked	Auto Renewal
firedogrescue.info	7/28/2010	registered locked	Auto Renewal
firedogrescue.net	7/28/2010	registered locked	Auto Renewal
firedogrescue.org	7/28/2010	registered locked	Auto Renewal
firedogrescue.tv	7/28/2010	registered locked	Auto Renewal
firedogs.ca	2/13/2018	registered locked	Auto Renewal
firedogs.info	5/24/2013	registered locked	Auto Renewal
firedogs.us	2/23/2010	registered locked	Auto Renewal
firedogservice.com	5/2/2017	registered locked	Auto Renewal
firedogservices.com	9/11/2009	registered locked	Auto Renewal
firedogsucks.biz	2/5/2010	registered locked	Auto Renewal
firedogsucks.ca	2/16/2018	registered locked	Auto Renewal
firedogsucks.com	2/6/2010	registered locked	Auto Renewal
firedogsucks.info	2/6/2010	registered locked	Auto Renewal
firedogsucks.net	2/6/2010	registered locked	Auto Renewal
firedogsucks.org	2/6/2010	registered locked	Auto Renewal
firedogsupport.com	5/2/2017	registered locked	Auto Renewal
firedogsux.biz	2/5/2010	registered locked	Auto Renewal
firedogsux.ca	2/16/2018	registered locked	Auto Renewal
firedogsux.com	2/6/2010	registered locked	Auto Renewal
firedogsux.info	2/6/2010	registered locked	Auto Renewal
firedogsux.net	2/6/2010	registered locked	Auto Renewal
firedogsux.org	2/6/2010	registered locked	Auto Renewal
firedogtech.com	6/2/2011	registered locked	Auto Renewal
firedogu.com	2/7/2010	registered locked	Auto Renewal
firedoguniversity.com	2/7/2010	registered locked	Auto Renewal
firedogz.biz	2/5/2010	registered locked	Auto Renewal
firedogz.ca	2/13/2018	registered locked	Auto Renewal
firedogz.com	2/6/2010	registered locked	Auto Renewal
firedogz.info	2/6/2010	registered locked	Auto Renewal
firedogz.net	2/6/2010	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
firedogz.org	2/6/2010	registered locked	Auto Renewal
firedogz.us	5/1/2017	registered locked	Auto Renewal
ihatefiredog.biz	2/5/2010	registered locked	Auto Renewal
ihatefiredog.ca	2/13/2018	registered locked	Auto Renewal
ihatefiredog.com	2/6/2010	registered locked	Auto Renewal
ihatefiredog.info	2/6/2010	registered locked	Auto Renewal
ihatefiredog.net	2/6/2010	registered locked	Auto Renewal
ihatefiredog.org	2/6/2010	registered locked	Auto Renewal
ilovefiredog.biz	2/5/2010	registered locked	Auto Renewal
ilovefiredog.ca	2/13/2019	registered locked	Auto Renewal
ilovefiredog.com	2/6/2010	registered locked	Auto Renewal
ilovefiredog.info	2/6/2010	registered locked	Auto Renewal
ilovefiredog.net	2/6/2010	registered locked	Auto Renewal
ilovefiredog.org	2/6/2010	registered locked	Auto Renewal
whatisfiredog.com	8/16/2013	registered locked	Auto Renewal

### FIRST NORTH AMERICAN NATIONAL BANK

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	1N FIRST NORTH AMERICAN NATIONAL BANK stylized 	74/540337	6/20/1994	2007398	10/15/1996	Registered	Circuit City Stores West Coast, Inc.	36	Renewal 10/15/2016
United States	FNANB	75/345362	8/22/1997	2192263	9/29/1998	Registered	Circuit City Stores West Coast, Inc.		
United States	FNANB ONLINE	76/171240	11/27/2000	2729888	6/24/2003	Registered	Circuit City Stores West Coast, Inc.	36	


### Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
fnanb.biz	11/18/2011	registered locked	Auto Renewal
fnanb.net	11/11/2011	registered locked	Auto Renewal
fnanb.org	11/12/2011	registered locked	Auto Renewal

## INTERTAN

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Switzerland	INTERTAN	221/1990	1/5/1990	383390	6/6/1991	Registered	InterTAN, Inc.	1,4,6-9,14-17,20,28	

## IQ CREW

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	IQ CREW	78/528815	12/8/2004	3141250	9/12/2006	Registered	Circuit City Stores West Coast, Inc.	37,41,42	
United States	IQ CREW (stylized and design) 	78/540423	12/31/2004	3100282	6/6/2006	Registered	Circuit City Stores West Coast, Inc.	37,41,42	

## Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
ihateiqcrew.com	9/6/2016	registered locked	Auto Renewal
ihateiqcrew.net	9/14/2016	registered locked	Auto Renewal
ihateiqcrew.org	9/23/2016	registered locked	Auto Renewal
iloveiqcrew.com	9/6/2016	registered locked	Auto Renewal
iloveiqcrew.net	9/14/2016	registered locked	Auto Renewal
iloveiqcrew.org	9/23/2016	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
iqcrew.com	8/26/2016	registered locked	Auto Renewal
iqcrewblows.com	9/6/2016	registered locked	Auto Renewal
iqcrewblows.net	9/14/2016	registered locked	Auto Renewal
iqcrewblows.org	9/23/2016	registered locked	Auto Renewal
iqcrewhelp.com	9/6/2016	registered locked	Auto Renewal
iqcrewhelp.net	9/14/2016	registered locked	Auto Renewal
iqcrewhelp.org	9/23/2016	registered locked	Auto Renewal
iqcrewlocations.com	9/6/2016	registered locked	Auto Renewal
iqcrewlocations.net	9/14/2016	registered locked	Auto Renewal
iqcrewlocations.org	9/23/2016	registered locked	Auto Renewal
iqcrewservice.com	9/6/2016	registered locked	Auto Renewal
iqcrewservice.net	9/14/2016	registered locked	Auto Renewal
iqcrewservice.org	9/23/2016	registered locked	Auto Renewal
iqcrewstores.com	9/6/2016	registered locked	Auto Renewal
iqcrewstores.net	9/14/2016	registered locked	Auto Renewal
iqcrewstores.org	9/23/2016	registered locked	Auto Renewal
iqcrewsucks.com	9/6/2016	registered locked	Auto Renewal
iqcrewsucks.net	9/14/2016	registered locked	Auto Renewal
iqcrewsucks.org	9/23/2016	registered locked	Auto Renewal
iqcrewsux.com	9/6/2016	registered locked	Auto Renewal
iqcrewsux.net	9/14/2016	registered locked	Auto Renewal
iqcrewsux.org	9/23/2016	registered locked	Auto Renewal
screwiqcrew.com	9/6/2016	registered locked	Auto Renewal
screwiqcrew.net	9/14/2016	registered locked	Auto Renewal
screwiqcrew.org	9/23/2016	registered locked	Auto Renewal
theiqcrew.com	9/6/2016	registered locked	Auto Renewal
theiqcrew.net	9/14/2016	registered locked	Auto Renewal
theiqcrew.org	9/23/2016	registered locked	Auto Renewal

[IRIS](#)

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	IRIS	78/309574	10/6/2003	2979330	7/26/2005	Registered	Circuit City Stores West Coast, Inc.	35	
United States	IRIS and Design	78/309714	10/6/2003			Pending	Circuit City Stores West Coast, Inc.	35	
United States	IRIS NO MANUAL REQUIRED	78/309575	10/6/2003	3064308	2/28/2006	Registered	Circuit City Stores West Coast, Inc.	35	

### Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
buyiris.biz	11/10/2011	registered locked	Auto Renewal
buyiris.com	11/11/2011	registered locked	Auto Renewal
buyiris.net	11/11/2011	registered locked	Auto Renewal
buyiris.org	11/11/2011	registered locked	Auto Renewal
ihateiris.biz	11/10/2011	registered locked	Auto Renewal
ihateiris.com	11/11/2011	registered locked	Auto Renewal
ihateiris.net	11/11/2011	registered locked	Auto Renewal
ihateiris.org	11/11/2011	registered locked	Auto Renewal
iloveiris.biz	11/10/2011	registered locked	Auto Renewal
iloveiris.com	11/11/2011	registered locked	Auto Renewal
iloveiris.net	11/11/2011	registered locked	Auto Renewal
iloveiris.org	11/11/2011	registered locked	Auto Renewal
shopiris.biz	11/10/2011	registered locked	Auto Renewal
shopiris.com	11/11/2011	registered locked	Auto Renewal
shopiris.net	11/11/2011	registered locked	Auto Renewal
shopiris.org	11/11/2011	registered locked	Auto Renewal

**JUST WHAT I NEEDED, JUSTO LO QUE NECESITAS (JUST WHAT YOU NEED)**

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
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United States	JUST WHAT I NEEDED.  JUST WHAT I NEEDED.	78/445969	7/5/2004	2992310	9/6/2005	Registered	Circuit City Stores West Coast, Inc.	35	
United States	JUSTO LO QUE NECESITAS	78/497132	10/8/2004	3092391	5/16/2006	Registered	Circuit City Stores West Coast, Inc.	35	

## LIQUID VIDEO


Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	LIQUID VIDEO	1220130	6/11/2004			Allowed	Circuit City Stores West Coast, Inc.	9	
United States	LIQUID VIDEO	76/455200	9/30/2002	3043163	1/17/2006	Registered	Circuit City Stores West Coast, Inc.	9	

## Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
ihateliquidvideo.com	2/13/2016	registered locked	Auto Renewal
ihateliquidvideo.net	2/13/2016	registered locked	Auto Renewal
ihateliquidvideo.org	2/13/2016	registered locked	Auto Renewal
iloveliquidvideo.com	2/13/2016	registered locked	Auto Renewal
iloveliquidvideo.net	2/13/2016	registered locked	Auto Renewal
iloveliquidvideo.org	2/13/2016	registered locked	Auto Renewal
liquidvideohelp.com	2/13/2016	registered locked	Auto Renewal
liquidvideohelp.net	2/13/2016	registered locked	Auto Renewal
liquidvideohelp.org	2/13/2016	registered locked	Auto Renewal
liquidvideoparts.com	2/13/2016	registered locked	Auto Renewal
liquidvideoparts.net	2/13/2016	registered locked	Auto Renewal
liquidvideoparts.org	2/13/2016	registered locked	Auto Renewal
liquidvideoproducts.com	2/13/2016	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
liquidvideoproducts.net	2/13/2016	registered locked	Auto Renewal
liquidvideoproducts.org	2/13/2016	registered locked	Auto Renewal
liquidvideoservice.com	2/13/2016	registered locked	Auto Renewal
liquidvideoservice.net	2/13/2016	registered locked	Auto Renewal
liquidvideoservice.org	2/13/2016	registered locked	Auto Renewal
liquidvideostores.com	2/13/2016	registered locked	Auto Renewal
liquidvideostores.net	2/13/2016	registered locked	Auto Renewal
liquidvideostores.org	2/13/2016	registered locked	Auto Renewal
liquidvideosucks.com	2/13/2016	registered locked	Auto Renewal
liquidvideosucks.net	2/13/2016	registered locked	Auto Renewal
liquidvideosucks.org	2/13/2016	registered locked	Auto Renewal

## NEXXTECH

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	NEXXTECH	78/346217	12/29/2003	3493805	8/26/2008	Registered	Circuit City Stores West Coast, Inc.	9	
United States	NX2 NEXXTECH & DESIGN 	78/847481	3/28/2006	3424484	5/6/2008	Registered	Circuit City Stores West Coast, Inc.	9,1,3,20,14	


## OHM

Domain Name	Paid Through Date	Status	Renewal Status
ihateohm.com	2/13/2016	registered locked	Auto Renewal
ihateohm.net	2/13/2016	registered locked	Auto Renewal
ihateohm.org	2/13/2016	registered locked	Auto Renewal
iloveohm.com	2/13/2016	registered locked	Auto Renewal
iloveohm.net	2/13/2016	registered locked	Auto Renewal



Domain Name	Paid Through Date	Status	Renewal Status
iloveohm.org	2/13/2016	registered locked	Auto Renewal
ohmhelp.com	2/13/2016	registered locked	Auto Renewal
ohmhelp.net	2/13/2016	registered locked	Auto Renewal
ohmhelp.org	2/13/2016	registered locked	Auto Renewal
ohmparts.com	2/13/2016	registered locked	Auto Renewal
ohmparts.net	2/13/2016	registered locked	Auto Renewal
ohmparts.org	2/13/2016	registered locked	Auto Renewal
ohmproducts.com	2/13/2016	registered locked	Auto Renewal
ohmproducts.net	2/13/2016	registered locked	Auto Renewal
ohmproducts.org	2/13/2016	registered locked	Auto Renewal
ohmservice.net	2/13/2016	registered locked	Auto Renewal
ohmservice.org	2/13/2016	registered locked	Auto Renewal
ohmstores.com	2/13/2016	registered locked	Auto Renewal
ohmstores.net	2/13/2016	registered locked	Auto Renewal
ohmstores.org	2/13/2016	registered locked	Auto Renewal
ohmsucks.com	2/13/2016	registered locked	Auto Renewal
ohmsucks.net	2/13/2016	registered locked	Auto Renewal
ohmsucks.org	2/13/2016	registered locked	Auto Renewal


## RAPID SATTELITE

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	RAPIDSATELLITE	76/576198	2/13/2004	2964726	7/5/2005	Registered	Circuit City Stores West Coast, Inc.	35,37,38	
United States	RAPIDSATELLITE.COM and Design 	76/576201	2/13/2004	2980573	8/2/2005	Registered	Circuit City Stores West Coast, Inc.	35,37,38	

## Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
rapidsatellite.com	4/5/2011	registered locked	Auto Renewal

## TRADING CIRCUIT

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	TRADING CIRCUIT	1220147	6/11/2004	TMA697635	10/2/2007	Registered	Circuit City Stores West Coast, Inc.	35	
United States	TC TRADING CIRCUIT and Design 	78/413288	5/5/2004	3202617	1/23/2007	Registered	Circuit City Stores West Coast, Inc.	35	
United States	TRADING CIRCUIT	78/403082	4/16/2004	3202611	1/23/2007	Registered	Circuit City Stores West Coast, Inc.	35	

## Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
tradingcircuit.biz	2/21/2016	registered locked	Auto Renewal
tradingcircuit.ca	5/4/2010	registered locked	Auto Renewal
tradingcircuit.com	2/22/2016	registered locked	Auto Renewal
trading-circuit.com	2/22/2016	registered locked	Auto Renewal




## SENS

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	SENS	77515908	7/7/08			Pending	Circuit City Stores West Coast, Inc.		

# Domain Registration:

Domain Name	Paid Through Date	Status	Renewal Status
sensproducts.com	6/26/2010	registered locked	Auto Renewal

## VERGE

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	VERGE	1220129	6/11/2004			Pending	Circuit City Stores West Coast, Inc.	9	
Canada	VERGE Design	1318215	9/27/2006			Pending	Circuit City Stores West Coast, Inc.	9	
Japan	V VERGE (Design) 	2006-87545	9/20/2006	5156042	8/1/2008	Registered	Circuit City Stores West Coast, Inc.	9	
Japan	VERGE	2006-87544	9/20/2006	5156041	8/1/2008	Registered	Circuit City Stores West Coast, Inc.	9	
United States	V (Stylized) 	77/506739	6/24/2008			Pending	Circuit City Stores West Coast, Inc.	6,9,20	
United States	V VERGE (Design) 	78/848670	3/29/2006	3420400	4/29/2008	Registered	Circuit City Stores West Coast, Inc.	9,6,20	
United States	VERGE	78/359967	1/30/2004	2984192	8/9/2005	Registered	Circuit City Stores West Coast, Inc.	9	
United States	VERGE	78/265758	6/23/2003	3074267	3/28/2006	Registered	Circuit City Stores West Coast, Inc.	9	

**Domain Registrations:**


Domain Name	Paid Through Date	Status	Renewal Status
ihateverge.com	2/13/2016	registered locked	Auto Renewal
ihateverge.net	2/13/2016	registered locked	Auto Renewal
ihateverge.org	2/13/2016	registered locked	Auto Renewal
iloveverge.com	2/13/2016	registered locked	Auto Renewal
iloveverge.net	2/13/2016	registered locked	Auto Renewal
iloveverge.org	2/13/2016	registered locked	Auto Renewal
vergehelp.com	2/13/2016	registered locked	Auto Renewal
vergehelp.net	2/13/2016	registered locked	Auto Renewal
vergehelp.org	2/13/2016	registered locked	Auto Renewal
vergeparts.com	2/13/2016	registered locked	Auto Renewal
vergeparts.net	2/13/2016	registered locked	Auto Renewal
vergeparts.org	2/13/2016	registered locked	Auto Renewal
vergeproducts.net	2/13/2016	registered locked	Auto Renewal
vergeproducts.org	2/13/2016	registered locked	Auto Renewal
vergeservice.com	2/13/2016	registered locked	Auto Renewal
vergeservice.net	2/13/2016	registered locked	Auto Renewal
vergeservice.org	2/13/2016	registered locked	Auto Renewal
vergestores.com	2/13/2016	registered locked	Auto Renewal
vergestores.net	2/13/2016	registered locked	Auto Renewal
vergestores.org	2/13/2016	registered locked	Auto Renewal
vergesucks.net	2/13/2016	registered locked	Auto Renewal
vergesucks.org	2/13/2016	registered locked	Auto Renewal

**WHERE SERVICE IS STATE OF THE ART**

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Mexico	WHERE SERVICE IS STATE OF THE ART	247269	11/6/1995	511106	11/28/1995	Registered	Circuit City Stores West Coast, Inc.	35	
Mexico	WHERE SERVICE IS STATE OF THE ART	167480	5/12/1993	438940	8/5/1993	Registered	Circuit City Stores West Coast, Inc.	42	
United States	WHERE SERVICE IS STATE OF THE ART	74/032284	2/26/1990	1625410	11/27/1990	Registered	Circuit City Stores West Coast, Inc.	42	

## OTHER MISCELLANEOUS MARKS

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Australia	NETSET	566538	11/1/1991	566538	8/22/1995	Registered	InterTAN, Inc.	9	
Australia	POWER UP	803838	8/16/1999	803838	6/27/2000	Registered	InterTAN Inc.	35	
Australia	TECHCESSORIES	652439	2/6/1995	652439	8/1/1997	Registered	InterTAN, Inc.	9	
Australia	TECHCESSORIES	600170	4/13/1993	600170	7/26/1995	Registered	InterTAN, Inc.	42	
Canada	ANSWER CITY	0728820	5/12/1993	TMA433454 9/16/1994		Registered	Circuit City Stores West Coast, Inc.	1	
Canada	ANSWER CITY & DESIGN 	0728819	5/12/1993	TMA433453 9/16/1994		Registered	Circuit City Stores West Coast, Inc.	1	
Canada	APPLIANCE STATION	809111	4/4/1996	TMA523126 2/15/2000		Registered	Circuit City Stores West Coast, Inc.	42	
Canada	BEST BUY FOR CONSUMER ELECTRONICS AND APPLIANCES 	737199	9/20/1993	TMA471224 2/18/1997		Registered	Circuit City Stores West Coast, Inc.	35	
Canada	BRINGING STATE OF THE ART SERVICE TO YOUR HOME COMFORT NEEDS	0792252	9/11/1995	TMA476230 5/14/1997		Registered	Circuit City Stores West Coast, Inc.	1	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	FLYING PLUG DESIGN 	0701918	3/30/1992	TMA447234	9/8/1995	Registered	Circuit City Stores West Coast, Inc.	1	
United States	DIGITAL DATACATCH	75/746543	7/9/1999	2387541	9/19/2000	Registered	Circuit City Stores West Coast, Inc.	9	
United States	OH! ZONE	78/204648	1/17/2003	2972962	7/19/2005	Registered	Circuit City Stores West Coast, Inc.	35	
United States	SIMPLICITY GUARANTEED	77291044	9/27/2007			Pending	Circuit City Stores West Coast, Inc.	35,37,41, 42	Notice of allowance issued on 5/20/08; Statement of Use due 5/20/09
United States	TOTAL PROTECTION	76/124315	9/8/2000	2735190	7/8/2003	Registered	Circuit City Stores West Coast, Inc.	36	

### OTHER MISCELLANEOUS DOMAIN REGISTRATIONS

Domain Name	Paid Through Date	Status	Renewal Status
associatediscount.com	3/1/2010	registered locked	Auto Renewal
associatediscount.org	6/30/2010	registered locked	Auto Renewal
buyec.biz	11/10/2011	registered locked	Auto Renewal
buyec.com	11/11/2011	registered locked	Auto Renewal
buyec.net	11/11/2011	registered locked	Auto Renewal
buyec.org	11/11/2011	registered locked	Auto Renewal
eccwest.com	12/30/2011	registered locked	Auto Renewal
econline.biz	11/10/2011	registered locked	Auto Renewal
econline.org	11/11/2011	registered locked	Auto Renewal
ecstores.biz	11/10/2011	registered locked	Auto Renewal
ecstores.net	11/11/2011	registered locked	Auto Renewal
ecstores.org	11/11/2011	registered locked	Auto Renewal
ehdc.com	4/8/2015	registered locked	Auto Renewal
heartofthecity.com	5/17/2010	registered locked	Auto Renewal
ihateec.biz	11/10/2011	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
ihateec.com	11/11/2011	registered locked	Auto Renewal
ihateec.net	11/11/2011	registered locked	Auto Renewal
lhateec.org	11/11/2011	Registered locked	Auto Renewal
iloveec.biz	11/10/2011	registered locked	Auto Renewal
iloveec.net	11/11/2011	registered locked	Auto Renewal
iloveec.org	11/11/2011	registered locked	Auto Renewal
supportcentral.cc	5/8/2010	registered locked	Auto Renewal

**Toll Free Numbers:** 800 347-3364 (associated with firedog business previously)

**Customer Database:** All customer transaction information not conveyed exclusively in dot.com deal, conveyed on a non-exclusive basis.

## APPENDIX C

**Filed under seal.**



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Counsel to the Debtors and  
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

- - - - - X  
In re: : Chapter 11  
:   
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)  
et al., :   
:   
Debtors. : Jointly Administered  
- - - - - X

**ORDER UNDER BANKRUPTCY CODE SECTIONS 105(a),  
327(a), 328 AND 1107 AND BANKRUPTCY RULE 2014(a)  
AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
STREAMBANK, LLC AS INTELLECTUAL PROPERTY DISPOSITION  
CONSULTANT AND ADVISOR TO DEBTORS EFFECTIVE NUNC PRO  
TUNC TO MARCH 23, 2009**

Upon the application (the "Application")<sup>1</sup> of  
the Debtors for an order, pursuant to Bankruptcy Code

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

sections 105(a), 327(a), 328 and 1107, authorizing them to retain Streambank, LLC ("Streambank") as real estate consultant and advisor, effective as of the Petition Date; and the Court having reviewed the Application and the Fried Affidavit; and due and adequate notice of the Application having been given; and it appearing that no other notice need be given; and it appearing that Streambank neither holds nor represents any interest adverse to the Debtors' estates; and it appearing that Streambank is "disinterested," as that term is defined in Bankruptcy Code section 101(14); and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates and their creditors; after due deliberation thereon and sufficient cause appearing therefore, it is hereby

**ORDERED, ADJUDGED AND DECREED that:**

1. The Application is GRANTED.
2. In accordance with Bankruptcy Code sections 327(a) and 328, the Debtors are authorized to employ and retain Streambank effective as of the March 23, 2009 as intellectual property disposition consultant and advisor on the terms set forth in the Application

and the Retention Agreement between Streambank and Circuit City Stores, Inc. (the "Retention Agreement"), attached hereto as Exhibit 1.

3. Streambank will be compensated in accordance with the procedures set forth in Bankruptcy Code sections 330 and 331 and such Bankruptcy and Local Rules as may then be applicable, from time to time, and such procedures as may be fixed by order of this court; provided, however, that any and all fees that may be earned by and become due or payable to Streambank under sections 6 and 7 of the Retention Agreement during these chapter 11 cases are hereby approved under section 328(a) and shall only be subject to review thereunder; provided, further, that the fees under sections 6 and 7 of the Retention Agreement shall be paid at the times set forth in the Retention Agreement and shall be included in the applicable quarterly and final fee applications.

4. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived.

5. This Court shall retain jurisdiction with respect to all matters arising or related to the implementation of this Order.

Dated: Richmond, Virginia  
April \_\_\_, 2008

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UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

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Counsel to the Debtors  
and Debtors in Possession

**CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)**

I hereby certify that proposed order has been  
endorsed by all necessary parties.

/s/ Douglas M. Foley  
Douglas M. Foley

Exhibit 1

(Retention Agreement)